

City Council Regular Meeting
Tuesday, February 18, 2025 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**

84-1407. Act, how cited.

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

Source: Laws 2004, LB 821, § 34.

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

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

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

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

Annotations

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

84-1409. Terms, defined.

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

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

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

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

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

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

Annotations

- A township is a political subdivision, and as such, a township board is subject to the provisions of the public meetings laws. *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- A county agricultural society is a public body to which the provisions of the Nebraska public meetings law are applicable. *Nixon v. Madison Co. Ag. Soc'y*, 217 Neb. 37, 348 N.W.2d 119 (1984).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).
- Although a committee was a subcommittee of a natural resources district board, it was not subject to the Open Meetings Act because there was never a quorum of board members in attendance and the committee did not hold hearings, make policy, or take formal action on behalf of the board. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- Although the Open Meetings Act does not define "subcommittee," a subcommittee is generally defined as a group within a committee to which the committee may refer business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).
- The Open Meetings Act does not require policymakers to remain ignorant of the issues they must decide until the moment the public is invited to comment on a proposed policy. By excluding nonquorum subgroups from the definition of a public body, the Legislature

has balanced the public's need to be heard on matters of public policy with a practical accommodation for a public body's need for information to conduct business. *Koch v. Lower Loup NRD*, 27 Neb. App. 301, 931 N.W.2d 160 (2019).

- As an administrative agency of the county, a county board of equalization is a public body. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- The electors of a township at their annual meeting are a public body under the Open Meetings Act. *State ex rel. Newman v. Columbus Township Bd.*, 15 Neb. App. 656, 735 N.W.2d 399 (2007).
- The meeting at issue in this case was a "meeting" within the parameters of subsection (2) of this section because it involved the discussion of public business, the formation of tentative policy, or the taking of any action of the public power district. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).
- Informational sessions in which the governmental body hears reports are briefings. *Johnson v. Nebraska Environmental Control Council*, 2 Neb. App. 263, 509 N.W.2d 21 (1993).

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

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

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

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

(c) Investigative proceedings regarding allegations of criminal misconduct;

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

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

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

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

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close

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

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

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

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

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

Annotations

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

(1983).

- Negotiations for the purchase of land need not be conducted at an open meeting but the deliberations of a city council as to whether an offer to purchase real estate should be made should take place in an open meeting. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Public meeting law was not violated where the Board of Regents of the University of Nebraska voted to hold a closed session to consider the university president's resignation, and also discussed the appointment of an interim president during such session. *Meyer v. Board of Regents*, 1 Neb. App. 893, 510 N.W.2d 450 (1993).

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

(1) Until January 1, 2025:

(a) Except as provided in subsection (10) of this section, each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

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

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

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

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

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

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

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

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

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours.

Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) Beginning January 1, 2025:

(a) Except as provided in subsection (10) of this section, each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (2)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committees, such notice shall be given by:

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

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

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

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

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

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

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

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

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

(3)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (3)(b) of this section are met:

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

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

(i) Reasonable advance publicized notice is given as provided in subsections (1) and (2) of this section, including providing access to a dial-in number or link to the virtual conference;

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

provided if virtual conferencing was not used;

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

(iv) Except as otherwise provided in this subdivision, subsection (1) of section 70-1014, subsection (2) of section 70-1014.02, or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of (A) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (B) an organization created under the Municipal Cooperative Financing Act, (C) a governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such organization, governing body, or committee may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing.

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

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

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

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

(8)(a) Notwithstanding subsections (3) and (6) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsections (1) and (2) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

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

the meeting and record the meeting. Subsection (5) of this section shall be complied with in conducting such meetings.

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

(9) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (3)(a) of this section may hold a meeting by virtual conferencing if:

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

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

(c) The public body complies with subdivisions (3)(b)(i) and (ii) of this section.

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

Source: Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; Laws 2019, LB212, § 5; Laws 2020, LB148, § 3; Laws 2021, LB83, § 12; Laws 2022, LB742, § 1; Laws 2022, LB908, § 1; Laws 2022, LB922, § 13; Laws 2024, LB287, § 74; Laws 2024, LB399, § 4; Laws 2024, LB1370, § 8.

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

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

Cross References

- **Emergency Management Act**, see section 81-829.36.
- **Intergovernmental Risk Management Act**, see section 44-4301.
- **Interlocal Cooperation Act**, see section 13-801.
- **Joint Public Agency Act**, see section 13-2501.
- **Municipal Cooperative Financing Act**, see section 18-2401.
- **Opioid Prevention and Treatment Act**, see section 71-2485.

Annotations

- Under subsection (1) of this section, the Legislature has imposed only two conditions on

the public body's notification method of a public meeting: (1) It must give reasonable advance publicized notice of the time and place of each meeting and (2) it must be recorded in the public body's minutes. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).

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

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

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

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing.

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

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

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

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

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

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

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

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

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

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

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

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

Source: Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB962, § 1; Laws 2021, LB83, § 13; Laws 2024, LB43, § 21.

Operative Date: July 19, 2024

Annotations

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

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

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

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

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

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

(5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.

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

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

Annotations

- Under prior law, if a person present at a meeting observes and fails to object to an alleged public meetings laws violation in the form of a failure to conduct rollcall votes before

taking actions on questions or motions pending, that person waives his or her right to object at a later date. *Hauser v. Nebraska Police Stds. Adv. Council*, 264 Neb. 944, 653 N.W.2d 240 (2002).

- Subsection (2) of this section does not require the record to state that the vote was by roll call, but requires only that the record show if and how each member voted. Neither does the statute set a time limit for recording the results of a vote, after which no corrections of the record can be made. If no intervening rights of third persons have arisen, a board of county commissioners has power to correct the record of the proceedings had at a previous meeting so as to make them speak the truth, particularly where the correction supplies some omitted fact or action and is done not to contradict or change the original record but to have the record show that a certain action was taken or thing done, which the original record fails to show. *State ex rel. Schuler v. Dunbar*, 214 Neb. 85, 333 N.W.2d 652 (1983).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).
- There is no requirement that a public body make a record of where notice was published or posted. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

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

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

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

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

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

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

Annotations

- The Legislature has granted standing to a broad scope of its citizens for the very limited purpose of challenging meetings allegedly in violation of the Open Meetings Act, so that they may help police the public policy embodied by the act. *Schauer v. Grooms*, 280 Neb. 426, 786 N.W.2d 909 (2010).
- Any citizen of the state may commence an action to declare a public body's action void. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- The reading of ordinances constitutes a formal action under subsection (1) of this section. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- Under the Public Meetings Act, a county lacks capacity to maintain an action to declare its official conduct "void" for noncompliance with the act. *County of York v. Johnson*, 230 Neb. 403, 432 N.W.2d 215 (1988).
- When a petitioner under this section is successful in the district court, that court may allow attorney fees. *Tracy Corp. II v. Nebraska Pub. Serv. Comm.*, 218 Neb. 900, 360 N.W.2d 485 (1984).
- Informal discussions between the Tax Commissioner and the State Board of Equalization in which instructions were clarified, with such clarification leading to the amendment of hearing notices, did not constitute a public meeting subject to the provisions of this section. *Box Butte County v. State Board of Equalization and Assessment*, 206 Neb. 696, 295 N.W.2d 670 (1980).
- The right to collaterally attack an order made in contravention of the Public Meeting Act must occur within a period of one year as is specifically provided by this section. *Witt v. School District No. 70*, 202 Neb. 63, 273 N.W.2d 669 (1979).
- Statutory change, requiring "publicized notice" for board of education employment hearings, occurring between dates meeting scheduled and conducted, held not to void proceedings. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- Voiding an entire meeting is a proper remedy for violations of the Open Meetings Act. Once a meeting has been declared void pursuant to Nebraska's public meetings law, board members are prohibited from considering any information obtained at the illegal meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Actions by the board of directors were merely voidable under this section, and not void. Pursuant to subsection (3) of this section, the plaintiffs were awarded partial attorney fees because they were successful in having the court declare that the board of directors was in substantial violation of the statute, even though the plaintiffs did not get the relief requested of having the board's actions declared void. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

2. PRAYER

3. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

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

4.A. Minutes of February 3, 2025, City Council meeting.

PROCEEDINGS OF CITY COUNCIL
February 3, 2025

A regular meeting of the mayor and council of the City of Columbus, Nebraska, was convened in open and public session on February 3, 2025, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on January 29, 2025, 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 Alarcón, Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, AJ Palensky, and Prent Roth. Council member Ron Schilling was absent and excused. City staff members included City Administrator Tara Vasicek, City Attorney Neal Valorz, City Clerk Shuraya Choat, City Engineer Rick Bogus, Police Chief Charles Sherer, Public Works Director Chuck Sliva, Library Director Jeri Hopkins, Librarian Brad Hruska, Project Engineer Braden Labenz, and Communications Manager Matt Lindberg.
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. Alarcón, Bahr, Hiemer, Jablonski, Lopez, Palensky, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
 - 4.A. **Minutes of January 20, 2025, City Council meeting.**
 - 4.B. **Minutes of January 20, 2025, Community Development Agency meeting.**
 - 4.C. **Minutes of January 21, 2025, Civil Service Commission meeting certifying police officer candidates Zachary Craig, Hector Adame Molina, and Andres Velazquez.**
 - 4.D. **Resolution No. R25-15 approving lease agreement with Loup River Public Power District for use of an "H" beacon for Columbus Municipal Airport.** Resolution No. R25-15 is entitled: A RESOLUTION OF THE MAYOR AND

COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE LEASE AGREEMENT WITH LOUP RIVER PUBLIC POWER DISTRICT FOR USE OF AN "H" BEACON FOR THE COLUMBUS MUNICIPAL AIRPORT, A COPY OF 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.

4.E. Resolution No. R25-16 approving Administrative Services Agreement with International Association of Plumbing and Mechanical Officials.

Resolution No. R25-16 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN UPDATED "ADMINISTRATIVE SERVICES AGREEMENT" WITH THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS, 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.

4.F. Resolution No. R25-17 authorizing payment of various improvement projects.

Resolution No. R25-17 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT: NEMAHA SPORTS CONSTRUCTION LLC, PAWNEE PARK BASEBALL FIELD TURF PROJECT, \$173,269.80.

4.G. 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; 2/14/25 payroll 845,943.95; 911 Custom 22.15 S; Ace Hrdwr 495.91 S; Adv Auto 5.79 S; All Seasons Asthtcs 930.00 S; Allo 31.07 S; Altec Ind 760.50 S; Arnold Motor 4,222.34 CP; Auxiant 177,072.39 I; Axon Ent 1,976.60 CP; A Benesch 2,764.36 CP; Bergankdv 25,000.00 S; Bickstn Pub 140.77 S; Bomgaars 971.88 S; Bnd Tree Med 1,854.55 S; BS&A 7,852.00 S; Capital One-Walmart 280.00 S; Casey's Mail Serv 575.70 S; Cntr for Mun Sol 3,025.00 S; Chesterman 83.62 S; Col Chamber 1,120.00 S; CCH 410.69 S; Col Cstm Emb 77.00 S; Col Tire 25.00 S; Cmmnwth Elect 1,000.86 S; Core & Main 36,593.18 S; DAS St Acc 1,663.99 S; Demco 126.79 S; Eakes 804.24 S; Egan Sup 367.37 S; Elctrnc Eng 348.39 S; Frontier 89.52 S; Galls 3,109.56 S; Gehring Const 9,736.00 S; Grt Plns Bldg Supp 32.25 S; Grt Plns Comm 209.95 S; Gunslingers 506.00 S; Hach 1,576.35 S; Hawkins 4,292.14 S; HD Spply 66.00 S; Hmtwn Lsng 232.93 S; HR Direct 106.45 S; Inveris Trng Sol 87,030.00 CP; Island Sup 4,638.28

CP; Jackson Srvc 1,879.71 S; JEO 7,180.00 CP; J Deere Fin 316.13 S; Kelly Sup 38.28 S; Kiesler Pol Sup 1,243.45 S; Kings III 290.94 S; KnowBe4 4,991.00 S; LARM 34,257.02 P; Lawson Prod 166.47 S; Legal & Liab Risk Mngmt 150.00 T; Macqueen Equip 19,659.09 S; Matt Frnd Trck Equip 986.60 S; Mech Sales 3,090.84 S; Menards 960.06 S; MARC 4,147.00 S; Midwst Tape 173.91 S; Midwst Turf 25.08 S; Missouri Vily Div 650.00 T; J & I Mueller 280.00 R; Napa 424.71 S; NDEE 300.00 M; NE Hrvstr 158.88 S; NE Plnng & Zng Assoc 235.00 T; NE Pub Hlth 90.00 S; NE Regional Intrap NTWK 6,600.00 S; Nemaha Lndscp 173,269.80 CP; Newman Sgns 1,404.64 S; NE Comm Coll 5,064.00 T; Noswett 675.00 S; Obrist 106.59 S; Occptnl Hlth 172.00 S; O'Reilly 305.59 S; Pete Lien 14,313.66 S; Platte Cnty Reg of Dds 28.00 S; Platte Vily Comm 4,132.50 CP; Pollard Wtr 514.80 S; Positive Cncpts 630.00 S; Preferred Plmbg 2,417.90 S; Price Chppr 1,553.57 S; Provantage Acctng 9,296.00 S; Reardon Lwn 29.40 S; Robinson Mchn 650.00 S; Serc 29.89 S; Shelby Lmbr 114,850.00 CP; Shevlin Spplly 305.33 S; Snap-On 15,467.57 CP; State Fire Mrshl 50.00 T; Stericycle 760.57 S; R Strong 2.98 R; Super Svr 138.80 S; T-Bone PD 65.98 S; Teleflex 1,100.00 S; Tire Outlet 1,050.00 S; Titan Mach 590.38 S; Turfwerks 713.98 S; United Hlthcr Ins 25.23 R; UNL 140.00 T; USA Blue Bk 2,474.09 S; Utilities Sect 450.00 T; Van Diest 17,112.00 CP; Van Wall 573.76 S; Verizon Wrks 2,763.45 S; Wemhoff Refrg 91.42 S. TOTAL \$1,689,784.57.

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

6. **SPECIAL PRESENTATIONS:**

6.A. **Annual Report from the Library Board.** Amy Mancini, Library Board President, noted that approximately 220,760 people used the Community Building this past year with program attendance up 31%. She highlighted a new partnership with Columbus Community Hospital, commended staff for their continued dedication, and reviewed the financials.

7. **PUBLIC HEARINGS:** None

8. **PETITIONS AND COMMUNICATIONS:** None

9. **REPORTS OF CITY OFFICES:** None

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

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

12. **REPORTS ON LEGISLATION:** None

13. **NEW BUSINESS:**

13.A. **Appointment of Laura Hespen as police officer.** Jablonski read a brief resume and Hespen introduced herself to the council. The mayor's appointment of Laura Hespen as police officer was ratified with a motion by Bahr and a second by Alarcòn. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, and Roth voted "Aye" and none voted "Nay". Schilling was absent.

- 13.B. Application from American Heart Association, Inc. for special designated liquor license at 4174 63 Avenue from 5 p.m. to 10:59 p.m. February 27, 2025, for a fundraiser.** Jamie Scott, event chair of the fundraiser, clarified that a special designated liquor license is required since alcohol will be part of the auction. The application from American Heart Association, Inc. for a special designated liquor license was approved with a motion by Hiemer and second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.C. Application from SKL LLC dba Maria's Authentic Mexican Cuisine/Riverside Lounge for addition to liquor license at 265 33 Avenue to include ballroom area.** Manager Steven Luong was available to answer questions. A recommendation was made to the Nebraska Liquor Control Commission to approve the application from SKL LLC for addition to the liquor license with a motion by Bahr and a second by Palensky. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.D. Quote from SEi in the amount of \$25,230.15 for camera system upgrades for the north water plant.** The quote from SEi for camera system upgrades was accepted with a motion by Palensky and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.E. Quote from NoSwett Fencing & Decks in the amount of \$13,895 for gate repairs for wastewater treatment plant. CIP #25-46** The quote from NoSwett Fencing & Decks for gate repairs was accepted with a motion by Hiemer and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.F. Quote from Clock Tower Auto Mall in the amount of \$18,000, with trade-in allowance, for vehicle for police department. CIP #21-08** Sherer clarified that quotes were obtained from multiple car dealerships in Columbus and this was the most cost-effective choice. The quote from Clock Tower Auto Mall for a police vehicle was accepted with a motion by Jablonski and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.G. Plans, specifications, estimate of cost in the amount of \$250,000, and authorization to advertise for bids for 11th Street Sidewalk Improvements CDBG 23-DTR-003. (Plans and specifications on file in the engineering department.) CIP #24-05** The plans, specifications, estimate of cost, and authorization to advertise for bids for 11th Street Sidewalk Improvements CDBG 23-DTR-003 was approved with a motion by Roth and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, and Roth voted "Aye" and none voted "Nay". Schilling was absent.
- 13.H. Comments from mayor and city council members.** Bulkley mentioned that the roof replacement for the Pawnee Park west shelter scheduled this past

weekend was delayed due to structural issues and assured the public that the city is looking at options for completing the project. Bulkley announced the retirement of Police Chief Sherer. Sherer thanked the city administrator, mayor, and city council for their support the past twenty-seven years and looks forward to new leadership at Columbus Police Department. Bulkley wished Jablonski a happy birthday.

14. RESOLUTIONS:

14.A. Resolution No. R25-18 adopting city council rules. Resolution No. R25-18 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING THE RULES OF THE CITY COUNCIL IN ACCORD WITH SECTION 30.20 OF CHAPTER 30 OF TITLE III OF ORDINANCE NO. 24-01 (COLUMBUS CITY CODE) 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, Palensky, and Roth voted “Aye” and none voted “Nay”. Schilling was absent.

15. ORDINANCES ON FIRST READING: None

16. ORDINANCES ON SECOND READING: None

17. ORDINANCES ON THIRD READING: None

18. CONSIDERATION OF PAYROLL AND BILLS ON FILE: Included in Consent Agenda.

19. UNFINISHED BUSINESS: None

20. ADJOURNMENT: The meeting adjourned at 6:33 p.m.

Presented and approved this 18th day of February 2025.

OFFICE OF THE CITY CLERK
: Shuraya Choat

4.B. Northeast Nebraska Area Agency on Aging 2026 budget and application for funding for Senior Center.

MEMORANDUM

DATE: February 6, 2025
TO: Tara Vasicek, City Administrator
FROM: Doug Moore, Public Property Director
SUBJECT: 2026 Budget Application for Northeast Nebraska Area Agency on Aging

RECOMMENDATION:

Staff recommends approval of the budget and application for funding for the Columbus Senior Center programs with the Northeast Nebraska Area Agency on Aging (NENAAA).

DISCUSSION:

The NENAAA administers federal and state meal and activity subsidies for senior centers in northeast Nebraska. In order for the City of Columbus to receive these meal and activity funds, an annual budget application must be prepared, then approved by the Mayor and City Council, before it can be submitted.

FISCAL IMPACT:

For this proposed 2025-2026 budget, the NENAAA has allocated \$115,953.00 of federal and state funding per the application. NENAAA also serves as the pass-through agency for federal USDA funds, which are estimated to be \$17,841.60 for the coming year. The amount the Senior Center expects to collect from meal contributions, fundraising and miscellaneous donations is estimated to be \$125,400.00. The remaining amount that the City of Columbus is expected to provide according to this budget is \$225,700.00. This amount may decrease as more donations are received and more seniors utilize the Senior Center for meals and activities daily.

ALTERNATIVES:

If we do not apply for these funds, the Senior Center would be fully funded by the City or need additional funding sources to continue in service.

CONCURRENCE:

This budget has been reviewed by the Senior Center Manager and the Finance Director and they concur with the application.

SIGNATURE:

DEPARTMENT HEAD: *Douglas A Moore*

CITY ADMINISTRATOR APPROVAL: *Tara Vasicek*

Senior Center: City of Columbus NE

Income

NENAAA III-B Funding	\$ 37,847.00
NENAAA III-C(1) Funding	\$ 45,951.50
NENAAA III-C(2) HD Funding	\$ 36,606.20
NENAAA III-C(2) ToGo Funding	\$ 10,089.00
NENAAA III-E Funding	\$ 3,300.00
B Contributions	\$ 2,100.00
C1 Contributions	\$ 63,791.00
C2 HD Contributions	\$ 47,493.00
C2 ToGo Contributions	\$ 12,573.00
E Contributions	\$ -
Total Agency Funding & Contributions	\$ 259,750.70

Funding information found on FY 2026 Budget Allocation Sheet

Utilize Budget Worksheet to calculate III-C contributions. Estimate for how much the senior center will receive in a year.

Expenses

Personnel	\$ 354,109.00
Travel	\$ 1,415.00
Printing & Supplies	\$ 21,692.00
Building Space	\$ 134,532.00
Equipment	\$ -
Communication & Utilities	\$ 792.00
Other	\$ 2,420.00
Raw Food Cost	\$ 95,886.00

Utilize Budget Worksheet to determine expenses.

Total Expenses

\$ 610,846.00

Estimated Fundraising

\$ 351,095.30

4.C. Resolution No. R25-19 approving agreement with Columbus Youth Softball Association for use of Bradshaw Park softball facilities.

DRAFT

RESOLUTION NO. R25-19

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH COLUMBUS YOUTH SOFTBALL ASSOCIATION FOR USE OF BRADSHAW PARK SOFTBALL FACILITIES, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Columbus Youth Softball Association for use of the Bradshaw Park softball facilities, 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.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

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 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, 2025 through February 28, 2026 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 Feb 7, 2025
 President Signature Date

Brent Johnston

Printed Name

brentjohnston@yahoo.com

Email Address

402-910-8985

Phone Number

CITY OF COLUMBUS, NEBRASKA

ATTEST:

 Mayor

 Date

 City Clerk

4.D. Resolution No. R25-20 approving agreement with American Legion Hartman Post 84 for use of Pawnee Park baseball facilities.

DRAFT

RESOLUTION NO. R25-20

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH AMERICAN LEGION HARTMAN POST 84 FOR USE OF PAWNEE PARK BASEBALL FACILITIES, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with American Legion Hartman Post 84 for use of Pawnee Park baseball facilities, 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.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

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, 2025 through February 28, 2026 for the purpose of legion baseball. All scheduling during this term will be done through the American Legion.
- B) Keep in good repair fences, buildings, (excluding storage sheds) plumbing, bleachers, and irrigation equipment.
- C) Maintain the parking lot(s).
- D) Haul garbage twice a week during the course of the American Legion season, as needed.
- E) Groom the field(s) once during the American Legion season. (when applicable).
- F) Maintain field lights as needed. (when applicable)
- G) Pay sixty-five percent (65%) of actual electricity usage at the facility during the American Legion season.
- H) Pay one hundred percent (100%) of water and sewer utilities for the facility during the American Legion season.
- I) Properly clean facility restrooms Monday through Friday during the American Legion season, excluding holidays.
- J) Consult with American Legion during the planning and construction phases of any major renovation project for the facility that is funded by City.
- K) 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.

- L) 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.
- M) Pay for all background checks.
- N) 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). The American Legion also makes decisions during their term, on access to the concession stands.
- B) Pay City for weekend and holiday garbage pickup when requested by American Legion in accordance with City's current fee schedule.
- C) Provide all supplies for maintaining the field(s).
- D) Properly clean facility restrooms when used on weekends and holidays during the American Legion season.
- E) Keep interior of the concession stand, press box, and storage areas clean at all times. (when applicable)
- F) Assume responsibility of determining whether the field(s) is playable.
- G) Provide light bulbs for concession stand and press box. (when applicable)
- H) Reimburse City thirty-five percent (35%) of actual electricity usage during the American Legion season.
- I) 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.
- J) Receive proper approval for any improvements or changes to said facility from the park and recreation director, park superintendent, or Board of Parks Commissioners.
- K) Complete the Project Request Policy and Submittal Form for all proposed projects desired at the facility.
- L) 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.

4.E. Resolution No. R25-21 approving agreement with Columbus Soccer Club, Inc. for use of Wilderness Park soccer facilities.

DRAFT

RESOLUTION NO. R25-21

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH COLUMBUS SOCCER CLUB, INC. FOR USE OF WILDERNESS PARK SOCCER FACILITIES, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Columbus Soccer Club, Inc. for use of Wilderness Park soccer facilities, 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.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

COLUMBUS SOCCER CLUB, INC.
2025 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, 2026. 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 2nd-September 2th, 2025. 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 2025, 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, 2025, or \$125 per Varsity and JV games at Wilderness Park.
 - b. Columbus Adult League Memorial Weekend Soccer Tournament:
 - i. \$50/games for 7v7 or 9v9 fields
 - ii. \$60/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 and receive permission from 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)
 - i. \$50 per game or practice for 7v7 or 9v9 fields
 - ii. \$60 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 and receive permission from 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. \$25 per game or practice for U6 and younger games.
 - ii. \$30 per game or practice for U8.
 - iii. \$50 per game or practice for U10 and above games.
 - iv. \$60 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 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 and Columbus Soccer Club, Inc. with liability insurance before utilizing Wilderness Park. 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).

- 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 Columbus Soccer Club, Inc. 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, 2025, the City will explore other options for operation and oversight of Wildemess Park.

Executed by:

Columbus Soccer Club, Inc

Scott Jarecke 2/7/25
President Signature Date

Scott Jarecke
Printed Name

columbus.soccerclubpresident@gmail.com
Email Address

(402) 276-1345
Phone Number

CITY OF COLUMBUS, NEBRASKA

ATTEST:

Mayor Date

City Clerk

APPROVED AS TO FORM

By *WJ*
City Attorney

4.F. Resolution No. R25-22 authorizing payment of various improvement projects.

DRAFT

RESOLUTION NO. R25-22

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT: BIERMAN CONTRACTING, INC., CENTENNIAL PARK RESTROOM AND CONCESSION, \$43,804.10.

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

Bierman Contracting Inc.	Centennial Park RR &	
	Concession	\$ 43,804.10

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 4 PAGES

TO OWNER: PROJECT: *Centennial Park*
City of Columbus RR & Concession
 2500 14th Street Suite 3
 Columbus, NE 68601 **100-150-57200-24030 - 43,804.10**

APPLICATION NO: *January (#6)*

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

PERIOD TO: *January 31, 2025*

PROJECT NOS: *24-016*

CONTRACT DATE: *July 24, 2024*

FROM CONTRACTOR: VIA ARCHITECT:
Bierman Contracting, Inc Name
PO Box 1887 Address
Columbus, NE 68602 City, State Zip

CONTRACT FOR:

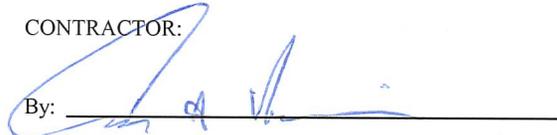
CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	640,914.00
2. Net change by Change Orders	\$	8,406.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	649,320.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	573,183.00
5. RETAINAGE:		
a. <u>10 %</u> of Completed Work (Column D + E on G703)	\$	33,667.00
b. _____ % of Stored Material (Column F on G703)	\$	_____
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	33,667.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	539,516.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	495,711.90
8. CURRENT PAYMENT DUE	\$	43,804.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	109,804.00

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

CONTRACTOR:

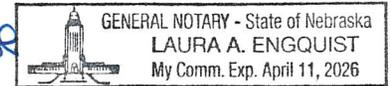
By: 

Date: February 4, 2025

State of: *NEBRASKA* County of: *PLATTE*
 Subscribed and sworn to before me this
 4th Day of February, 2025

Notary Public:





My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 43,804.10

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

ARCHITECT:

By: 

Date: 2/11/2025

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$12,906.00	\$4,500.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$12,906.00	\$4,500.00
NET CHANGES by Change Order	\$8,406.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: *January (#6)*

Contractor's signed certification is attached.

APPLICATION DATE: *February 4, 2025*

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: *January 31, 2025*

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR'S PROJECT NO: *24-016*

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 10%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Design - Included Previous Invoices	\$0.00							
2	General Conditions	\$88,850.00	\$70,850.00	\$9,000.00		\$79,850.00	89.87%	\$9,000.00	\$7,985.00
3	Surveying & Staking	\$1,650.00	\$1,650.00	\$0.00		\$1,650.00	100.00%		\$165.00
4	Misc. Demolition	\$605.00	\$605.00	\$0.00		\$605.00	100.00%		\$60.50
5	Site Work	\$6,050.00	\$6,050.00	\$0.00		\$6,050.00	100.00%		\$605.00
6	Grading	\$2,750.00	\$2,250.00	\$0.00		\$2,250.00	81.82%	\$500.00	\$225.00
7	Construction Fence	\$2,024.00	\$2,024.00	\$0.00		\$2,024.00	100.00%		\$202.40
8	Termite Control Treatment	\$1,012.00	\$1,012.00	\$0.00		\$1,012.00	100.00%		\$0.00
9	Hydroseeding	\$5,500.00					0.00%	\$5,500.00	\$0.00
10	Reinforcement - Masonry/CIP Conc.	\$8,869.00	\$8,869.00	\$0.00		\$8,869.00	100.00%		\$0.00
11	Foundations & Stoops	\$28,578.00	\$28,578.00	\$0.00		\$28,578.00	100.00%		\$0.00
12	Backfilling	\$1,650.00	\$1,650.00	\$0.00		\$1,650.00	100.00%		\$165.00
13	Slab & Exterior CIP Concrete	\$38,066.00	\$38,066.00	\$0.00		\$38,066.00	100.00%		\$0.00
14	Set Trench Drains	\$1,969.00	\$1,969.00	\$0.00		\$1,969.00	100.00%		\$196.90
15	Concrete Counter Seal	\$4,884.00	\$4,884.00	\$0.00		\$4,884.00	100.00%		\$0.00
16	Yard Cleanout Concrete Pad	\$550.00	\$550.00	\$0.00		\$550.00	100.00%		\$55.00
17	Masonry - Material & Labor	\$98,325.00	\$98,325.00	\$0.00		\$98,325.00	100.00%		\$0.00
18	Steel Division - Material & Labor	\$3,124.00	\$3,124.00	\$0.00		\$3,124.00	100.00%		\$312.40
19	Rough Carpentry - Material & Labor	\$35,397.00	\$35,397.00	\$0.00		\$35,397.00	100.00%		\$3,539.70
20	Metal Package:	\$34,237.00	\$34,237.00	\$0.00		\$34,237.00	100.00%		\$0.00
21	Roof & Wall Panel, Ridge Vent								
22	Gutters & Downs, Soffit Panel								
23	Flat Stock								
24	Joint Sealers								
SUB TOTALS of Page 2		\$364,090.00	\$340,090.00	\$9,000.00	\$0.00	\$349,090.00	95.88%	\$15,000.00	\$13,511.90

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: *January (#6)*

Contractor's signed certification is attached.

APPLICATION DATE: *February 4, 2025*

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: *January 31, 2025*

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR'S PROJECT NO: *24-016*

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Walk Door & Frame - Mat. & Lab.	\$18,423.00	\$18,423.00	\$0.00		\$18,423.00	100.00%		\$1,842.30
2	Sectional Overhead Doors - M&L:	\$23,210.00	\$23,210.00	\$0.00		\$23,210.00	100.00%		\$2,321.00
3	Coiling Counter Doors - M&L								
4	Ceiling Access Door - Mat. & Lab.	\$688.00	\$688.00	\$0.00		\$688.00	100.00%		\$68.80
5	Gypsum Board Assemblies	\$9,636.00	\$9,636.00	\$0.00		\$9,636.00	100.00%		\$0.00
6	Painting	\$7,928.00		\$5,776.00		\$5,776.00	72.86%	\$2,152.00	\$577.60
7	Concrete Floor Hardner / Sealer	\$4,224.00		\$4,224.00		\$4,224.00	100.00%		\$422.40
8	Restroom Signage	\$110.00					0.00%	\$110.00	\$0.00
9	Restroom Partitions	\$8,930.00	\$8,930.00	\$0.00		\$8,930.00	100.00%		\$893.00
10	Restroom Accessory Materials	\$4,608.00	\$4,608.00	\$0.00		\$4,608.00	100.00%		\$460.80
11	Restroom Specialty - Labor	\$3,392.00		\$3,392.00		\$3,392.00	100.00%		\$339.20
12	Plumbing & Utility Package:	\$78,562.00	\$64,500.00	\$0.00		\$64,500.00	82.10%	\$14,062.00	\$6,450.00
13	Plumbing Piping Insulation								
14	Sanitary Sewer Utility								
15	Domestic Water Utility /								
16	Shutoff Manhole								
17	Temporary Water								
18	Trench Drain Material								
19	HVAC Package:	\$10,230.00	\$8,100.00	\$0.00		\$8,100.00	79.18%	\$2,130.00	\$810.00
20	Exhaust Fans								
21	Duct Insulation								
22	Exhaust Louvers								
23	Brick Vents								
24									
SUB TOTALS of Page 1 & 2		\$534,031.00	\$478,185.00	\$22,392.00	\$0.00	\$500,577.00	93.74%	\$33,454.00	\$27,697.00

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 4 OF 4 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: *January (#6)*

Contractor's signed certification is attached.

APPLICATION DATE: *February 4, 2025*

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: *January 31, 2025*

Use Column I on Contracts where variable retainage for line items may apply.

CONTRACTOR'S PROJECT NO: *24-016*

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 10%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Electrical Package:	\$106,883.00	\$64,200.00	\$0.00		\$64,200.00	60.07%	\$42,683.00	\$6,420.00
2	Electrical								
3	Service Feeders & Meter Socket								
4	Hand Dryers								
5	Temporary Power								
6	Vault for Splicing								
7									
8	Change Orders:								
9	CO#1- Water Heater Deduction	(\$4,500.00)	(\$4,500.00)	\$0.00		(\$4,500.00)	100.00%		(\$450.00)
10	CO#2- Additional 6' Concrete Walk	\$7,973.00	\$7,973.00	\$0.00		\$7,973.00	100.00%		\$0.00
11	North Side 138'								
12	CO#3- Additional 4' Concrete Walk	\$4,933.00	\$4,933.00	\$0.00		\$4,933.00	100.00%		\$0.00
13	West Side 120'								
14	East Side 24' of 6"								
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
GRAND TOTALS		\$649,320.00	\$550,791.00	\$22,392.00	\$0.00	\$573,183.00	88.27%	\$76,137.00	\$33,667.00

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4.G. Finance department report.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS
 FROM 10/01/2024 TO 01/31/2025
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2024	Total Debits	Total Credits	Ending Balance 01/31/2025
100	GENERAL FUND	10,767,618.35	10,079,350.25	13,901,318.58	6,945,650.02
189	PERPETUAL CARE	85,635.87	1,371.26	119.34	86,887.79
200	STREETS/ENGINEERING	(624,121.61)	1,788,112.98	2,045,481.02	(881,489.65)
205	AIRPORT	1,218,271.67	1,337,856.40	1,022,246.66	1,533,881.41
206	DOWNTOWN BID	77,390.91	40,851.43	21,905.16	96,337.18
210	SALES TAX	4,241,662.99	3,798,201.98	4,647,472.44	3,392,392.53
211	1/2 CENT SALES TAX	(2,922,926.58)	4,113,827.25	136,142.78	1,054,757.89
212	GAMING TAX	254,413.96	105,223.06	100,371.53	259,265.49
220	COMMUNICATIONS - E911	869,108.66	839,529.78	1,042,654.86	665,983.58
221	COMMUNICATIONS - WIRELESS E911	194,273.54	49,462.73	44,072.44	199,663.83
225	COMMUNICATIONS-EC-911 EQUIPMENT	(281,627.99)	323,090.14	95,206.42	(53,744.27)
240	HOUSING REHAB & LOANS	173,371.52	81,771.98	11,497.25	243,646.25
260	PROGRESS AND JOBS GROWTH	1,850,758.02	278,995.54	122,648.68	2,007,104.88
270	KENO	625,872.99	155,640.39	198,828.75	582,684.63
400	DEBT SERVICE FUND	(582,544.27)	100.75	254,176.50	(836,620.02)
480	COMMUNITY REDEVL AUTH	610,922.78	193,139.09	610,819.27	193,242.60
500	UTILITY SERVICE	19,813,697.79	3,425,517.03	2,826,851.55	20,412,363.27
520	WATER	13,872,679.91	2,097,399.08	1,224,895.02	14,745,183.97
530	LOUP DISTRIBUTION	1,745,231.52	1,336,658.32	1,176,864.24	1,905,025.60
560	STORMWATER UTILITY	1,472,990.21	161,508.46	41,592.84	1,592,905.83
570	SOLID WASTE DIVISION	4,054,372.99	945,588.87	685,294.14	4,314,667.72
600	HEALTH INSURANCE	2,798,833.99	321,222.87	327,899.46	2,792,157.40
710	FIRE PENSION	75,028.57	1,556.73	2,910.08	73,675.22
730	LICENSES TO SCHOOLS	4,380.00	9,125.00	3,735.00	9,770.00
740	LIBRARY FOUNDATION	772,305.32	0.00	0.00	772,305.32
745	LIBRARY ENDOWMENT	1,468,727.15	0.00	0.00	1,468,727.15
750	GERRARD PARK TRUST	158,036.82	0.00	2,003.76	156,033.06
999	PAYROLL CLEARING	64,925.40	3,699,403.50	3,810,324.14	(45,995.24)
	TOTAL - ALL FUNDS	62,859,290.48	35,184,504.87	34,357,331.91	63,686,463.44

4.H. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02359 02/19/2025	911 CUSTOM LLC INVOICE	59246	SURVIVAL ARMOR - KLEE QM	329.00	
			Total:	329.00	
			Net of 1 Invoices / 0 Checks	329.00	
02057 02/19/2025	A TO Z MESSAGING INVOICE	19381	ANSWERING SERVICE	135.00	
			Total:	135.00	
			Net of 1 Invoices / 0 Checks	135.00	
10741 02/19/2025	ABSALON ROBERT INVOICE	1.24.2025	MEALS - SNOWBALL CONFERENCE KEARNEY	46.26	
			Total:	46.26	
			Net of 1 Invoices / 0 Checks	46.26	
00116 02/19/2025	ACE HARDWARE & GARDEN CNT INVOICE	209709/5	GASKET MAKER	8.59	
02/19/2025	INVOICE	209726/5	LOCK PR BELL	24.99	
02/19/2025	INVOICE	209772/5	NUTS, BOLTS, SCREWS	25.90	
02/19/2025	INVOICE	209802/5	NIPPLE GALV, RED COUPLING	4.78	
02/19/2025	INVOICE	209771/5	WD-40	44.97	
02/19/2025	INVOICE	209836/5	OIL DRY, SHOP TOWELS	33.98	
02/19/2025	INVOICE	209839/5	AIR FILTER	15.99	
02/19/2025	INVOICE	209850/5	FUEL LINE	2.90	
02/19/2025	INVOICE	209854/5	SPADE, SPRAY PAINT, TAPE	79.05	
02/19/2025	INVOICE	209596/5	ADHESIVE PRO STEEL	22.99	
02/19/2025	INVOICE	209598/5	DW FLP DISC	17.98	
02/19/2025	INVOICE	209605/5	MINDOW & DOOR SEALANT	13.99	
02/19/2025	INVOICE	209615/5	COUPLE INSERT	4.77	
02/19/2025	INVOICE	209628/5	USS HX CP, LOCK NUTS, FLAT WASHER	69.47	
02/19/2025	INVOICE	209642/5	FOAM BRUSH	3.99	
02/19/2025	INVOICE	209655/5	STORAGE ORGANIZER, HEX BIT SOCKET	126.46	
02/19/2025	INVOICE	209661/5	PAPER TOWELS	7.99	
02/19/2025	INVOICE	209697/5	GOOFF OFF SPRAY, GRAFITTI REMOVER	20.98	
			Total:	529.77	
			Net of 18 Invoices / 0 Checks	529.77	
00180 02/19/2025	ADVANCE AUTO PARTS INVOICE	5606504130687	WIPER BLADES	28.66	
			Total:	28.66	
			Net of 1 Invoices / 0 Checks	28.66	
00559 02/19/2025	ALTEC INDUSTRIES INC INVOICE	51598126	SINGLE HANDLE CONTROL ASSEMBLY VIN #5154	3,320.97	
			Total:	3,320.97	
			Net of 1 Invoices / 0 Checks	3,320.97	
00587 02/19/2025	AQUA-PURE INC INVOICE	250207COLNE	MONTHLY SERVICE CONTRACT - SOUTH & NORTH WE:	6,753.05	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	6,753.05	
			Net of 1 Invoices / 0 Checks	6,753.05	
10561	ARNOLD MOTOR SUPPLY				
02/19/2025	INVOICE	78NV136027	2 - 12V HVY DUTY BATTERIES	367.16	
02/19/2025	INVOICE	78NV135835	OIL & AIR FILTER, PM 0W20 SYN	41.77	
02/19/2025	INVOICE	78NV135777	8GE-8FJX, HYD COUPLING	102.26	
02/19/2025	INVOICE	78NV135314	PM 5W30 SYN, OIL FILTER	35.75	
02/19/2025	INVOICE	78NV135705	BRAKE SPRING TOOL	43.49	
02/19/2025	INVOICE	78NV135718	10LOLA X 50FT	9.68	
02/19/2025	INVOICE	78NV135265	12V HIGH PERF BATTERY	174.64	
02/19/2025	INVOICE	78CR015746	CREDIT - CORE	(24.00)	
02/19/2025	INVOICE	78NV135333	2 - AIR FILTERS	65.40	
02/19/2025	INVOICE	78NV135492	AIR FILTER	96.00	
02/19/2025	INVOICE	78NV135517	FUEL FILTER	85.65	
02/19/2025	INVOICE	78NV135452	CABIN AIR, OIL, FUEL FILTERS	120.80	
02/19/2025	INVOICE	78CR015796	CREDIT - F/W SEPARATOR FILTER, FUEL FILTER	(122.95)	
02/19/2025	INVOICE	78NV135633	FUEL FILTER	54.05	
02/19/2025	INVOICE	78NV135626	FUEL FILTER, F/W SEPARATOR FILTER	45.10	
02/19/2025	INVOICE	78NV135650	HYD COUPLING	71.04	
02/19/2025	INVOICE	78NV134716	HEATER HOSE, 3/4 ELBOW HOSE CONN	21.12	
02/19/2025	INVOICE	78CR015677	CREDIT - STRUT ASSEMBLY	(271.52)	
02/19/2025	INVOICE	78NV134558	STRUT ASSEMBLY	271.52	
02/19/2025	INVOICE	78CR015653	CREDIT - CORE	(72.00)	
02/19/2025	INVOICE	78NV134860	2 - AIR FILTERS	78.90	
02/19/2025	INVOICE	78NV134930	OIL FILTER, AIR FILTER	17.61	
02/19/2025	INVOICE	78NV134970	OIL FILTER, AIR FILTER	33.02	
02/19/2025	INVOICE	78NV134410	2 - 12V HVY DUTY BATTERIES	367.16	
02/19/2025	INVOICE	78NV135001	5W-40 SYN, TRANSMISSION FILTER KIT, HYDRAUL	146.01	
02/19/2025	INVOICE	78NV134935	OIL FILTER	6.60	
02/19/2025	INVOICE	78NV135031	AIR FILTER	13.45	
			Total:	1,777.71	
			Net of 27 Invoices / 0 Checks	1,777.71	
10656	AUTO ZONE STORE 6232				
02/19/2025	INVOICE	06232162551	RX 2-IN-1	12.72	
			Total:	12.72	
			Net of 1 Invoices / 0 Checks	12.72	
10663	AUXIANT				
02/19/2025	INVOICE	2072025HEALTH	HEALTH FUNDING	74,125.05	
02/19/2025	INVOICE	2072025FLEX	FLEX FUNDING	2,933.16	
			Total:	77,058.21	
			Net of 2 Invoices / 0 Checks	77,058.21	
00461	BEHLEN TOWING LLC				
02/19/2025	INVOICE	34076	TOWING	150.00	
02/19/2025	INVOICE	34078	TOWING	150.00	
02/19/2025	INVOICE	33342	TOWING	150.00	
02/19/2025	INVOICE	35056	TOWING	150.00	
02/19/2025	INVOICE	35062	TOWING	150.00	
02/19/2025	INVOICE	35064	TOWING	150.00	
02/19/2025	INVOICE	35071	TOWING	150.00	
02/19/2025	INVOICE	35072	TOWING	150.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
Total:				1,200.00	
Net of 8 Invoices / 0 Checks				1,200.00	
11286 02/19/2025	BG&S TRANSMISSIONS OF GRAND ISLAND INVOICE	53433	INSTALL THERMAL BYPASS - VIN #5154	267.30	
Total:				267.30	
Net of 1 Invoices / 0 Checks				267.30	
02555 02/19/2025	BGNE INC INVOICE	PI0128799	IN-FORCE, DIELECTRIC GREASE	82.42	
Total:				82.42	
Net of 1 Invoices / 0 Checks				82.42	
00969 02/19/2025	BIERMAN CONTRACTING INC. INVOICE	JANUARY (#6)	CENTENNIAL PARK RR & CONCESSION	43,804.10	
Total:				43,804.10	
Net of 1 Invoices / 0 Checks				43,804.10	
03256	BLACK HILLS ENERGY				
02/19/2025	INVOICE	6007 1329 48 FEB	2NATURAL GAS	2,079.03	
02/19/2025	INVOICE	0815 1921 72 FEB	2NATURAL GAS	882.86	
02/19/2025	INVOICE	8429 6210 02 FEB	2NATURAL GAS	842.79	
02/19/2025	INVOICE	6310 3990 85 FEB	2NATURAL GAS	686.15	
02/19/2025	INVOICE	7226 0844 98 FEB	2NATURAL GAS	384.95	
02/19/2025	INVOICE	0778 7198 98 FEB	2NATURAL GAS	228.43	
02/19/2025	INVOICE	1450 5796 12 FEB	2NATURAL GAS	225.88	
02/19/2025	INVOICE	5431 5180 01 FEB	2NATURAL GAS	173.79	
02/19/2025	INVOICE	4447 5106 07 FEB	2NATURAL GAS	161.40	
02/19/2025	INVOICE	5915 3548 20 FEB	2NATURAL GAS	129.53	
02/19/2025	INVOICE	7504 0422 35 FEB	2NATURAL GAS	118.97	
02/19/2025	INVOICE	4086 6115 74 FEB	2NATURAL GAS	111.08	
02/19/2025	INVOICE	2278 6168 20 FEB	2NATURAL GAS	106.46	
02/19/2025	INVOICE	5389 9420 88 FEB	2NATURAL GAS	91.77	
02/19/2025	INVOICE	6942 7542 63 FEB	2NATURAL GAS	90.86	
02/19/2025	INVOICE	5048 9157 09 FEB	2NATURAL GAS	90.55	
02/19/2025	INVOICE	5317 1214 84 FEB	2NATURAL GAS	87.82	
02/19/2025	INVOICE	3343 6679 78 FEB	2NATURAL GAS	85.22	
02/19/2025	INVOICE	4665 9615 35 FEB	2NATURAL GAS	70.84	
02/19/2025	INVOICE	9767 8260 47 FEB	2NATURAL GAS	70.84	
Total:				6,719.22	
Net of 20 Invoices / 0 Checks				6,719.22	
00917 02/19/2025	BLACKSTONE PUBLISHING INVOICE	2185570	CD'S	260.44	
Total:				260.44	
Net of 1 Invoices / 0 Checks				260.44	
01938 02/19/2025	BLAZER MANUFACTURING CO INC INVOICE	11753	TUBING	90.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2025	INVOICE	300-47516-00 FEB 2	WATER & SEWER	172.87	
			Total:	4,087.51	
			Net of 22 Invoices / 0 Checks	4,087.51	
11287 02/19/2025	CITY-COUNTY COMMUNICATIONS INVOICE	3794	INDIVIDUAL MEMBERSHIP-MATT LINDBERG	400.00	
			Total:	400.00	
			Net of 1 Invoices / 0 Checks	400.00	
01058 02/19/2025	CLOCK TOWER AUTO MALL INVOICE	247636	2023 CHEVY EQUINOX	18,000.00	
			Total:	18,000.00	
			Net of 1 Invoices / 0 Checks	18,000.00	
11290 02/19/2025	CLOWNING AROUND INVOICE	2502	BALLOON ARTIST, FACE PAINT	505.00	
			Total:	505.00	
			Net of 1 Invoices / 0 Checks	505.00	
00262 02/19/2025	CLUB PROPHET SYSTEMS INVOICE	INV2792545	MONTHLY TEE SHEET, ONLINE RESERVATIONS	517.00	
			Total:	517.00	
			Net of 1 Invoices / 0 Checks	517.00	
02542 02/19/2025	CNC REPAIR LLC INVOICE	11544	LOF - VIN #9326	43.43	
02/19/2025	INVOICE	11548	LOF - VIN #1630	45.09	
02/19/2025	INVOICE	11556	REPLACE TRANSMISSION LINE - VIN #4677	216.02	
02/19/2025	INVOICE	11559	BATTERY LOAD TEST, DIAGNOSTIC SCAN, CABIN F	157.33	
02/19/2025	INVOICE	11562	BATTERY LOAD TEST, INSTALL TRICKLE CHARGER	200.08	
02/19/2025	INVOICE	11582	LOF - VIN #6325	45.09	
02/19/2025	INVOICE	11620	REPLACE HEADLIGHT ASSEMBLY - VIN #8025	987.47	
02/19/2025	INVOICE	11667	LOF, 4 TPMS SENSORS - VIN #5402	355.94	
02/19/2025	INVOICE	11670	LOF - VIN #2269	44.15	
02/19/2025	INVOICE	11683	LOF - VIN #0892	45.09	
			Total:	2,139.69	
			Net of 10 Invoices / 0 Checks	2,139.69	
03141 02/19/2025	COLUMBUS COMMUNITY HOSPITAL INVOICE	11009416-0001	DEREK SLEGL	1,177.95	
02/19/2025	INVOICE	10002274	PHARMACY - FIRE DEPARTMENT	1,270.98	
			Total:	2,448.93	
			Net of 2 Invoices / 0 Checks	2,448.93	
10768 02/19/2025	COLUMBUS CREDIT SERVICES INVOICE	PCCBD01	PRE-COLLECT NOTICES	43.70	
02/19/2025	INVOICE	ACCBD100	COLLECTIONS	47.69	
02/19/2025	INVOICE	ACCTY150 JAN 25	JANUARY COLLECTIONS	100.95	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	192.34	
			Net of 3 Invoices / 0 Checks	192.34	
01638	COLUMBUS FAMILY RESOURCE CTR				
02/19/2025	INVOICE	MONTHLY	MONTHLY LEASE PAYMENT	10,937.84	
			Total:	10,937.84	
			Net of 1 Invoices / 0 Checks	10,937.84	
03143	COLUMBUS TIRE & SERVICE				
02/19/2025	INVOICE	1-33404	REPAIR TIRE	25.00	
02/19/2025	INVOICE	1-33485	REPAIR TIRE	25.00	
02/19/2025	INVOICE	1-32964	REPAIR TIRE	25.00	
			Total:	75.00	
			Net of 3 Invoices / 0 Checks	75.00	
11093	CONNER PSYCHOLOGICAL SERVICES PC				
02/19/2025	INVOICE	10002389	WELLNESS CHECK	1,381.74	
			Total:	1,381.74	
			Net of 1 Invoices / 0 Checks	1,381.74	
02718	CORE & MAIN LP				
02/19/2025	INVOICE	W400288	DROP IN METER GASKET	93.30	
02/19/2025	INVOICE	W382625	4 - OMNI+ 1-1/2 R2 100CF	2,804.00	
02/19/2025	INVOICE	W360512	2 - OMNI+ 2 R2 100CF	1,694.00	
			Total:	4,591.30	
			Net of 3 Invoices / 0 Checks	4,591.30	
01525	CORNHUSKER MARRIOTT HOTEL				
02/19/2025	INVOICE	748	RICHARD BOGUS	119.00	
02/19/2025	INVOICE	749	BRADEN LABENZ	119.00	
02/19/2025	INVOICE	8050	ROSS HAFERLAND	179.00	
02/19/2025	INVOICE	8051	CONNOR DUSH	179.00	
02/19/2025	INVOICE	10265	TODD FINKREL	119.00	
			Total:	715.00	
			Net of 5 Invoices / 0 Checks	715.00	
03147	CORNHUSKER PUBLIC POWER DIST				
02/19/2025	INVOICE	415030008 FEB 25	ELECTRICITY	187.34	
02/19/2025	INVOICE	415030005 FEB 25	ELECTRICITY	40.57	
02/19/2025	INVOICE	415030006 FEB 25	ELECTRICITY	195.00	
02/19/2025	INVOICE	415030001 FEB 25	ELECTRICITY	78.57	
			Total:	501.48	
			Net of 4 Invoices / 0 Checks	501.48	
03149	CULLIGAN OF COLUMBUS				
02/19/2025	INVOICE	291161	SERVICE LABOR	145.00	
02/19/2025	INVOICE	291276	SALT PICKED UP	551.25	
02/19/2025	INVOICE	291495	EQUIPMENT - POU COOLER	45.00	
02/19/2025	INVOICE	291524	EQUIPMENT - REVERSE OSMOSIS	33.00	
02/19/2025	INVOICE	291529	EQUIPMENT - REVERSE OSMOSIS	66.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	840.75	
			Net of 5 Invoices / 0 Checks	840.75	
01594 02/19/2025	DIGITAL-ALLY INC INVOICE	1118671-4	EVO/FVHD SUBSCRIPTION	42,456.00	
			Total:	42,456.00	
			Net of 1 Invoices / 0 Checks	42,456.00	
00374 02/19/2025	DUNBAR DOUGLAS INVOICE	1.01.2025	LIQUOR COMMISSIONS - DECEMBER	5,068.35	
02/19/2025	INVOICE	1.01.2025	LIQUOR COMMISSIONS - JANUARY	224.21	
02/19/2025	INVOICE	2.01.2025	MONTHLY COMMISSIONS - GREEN FEES & CART REN	3,869.20	
02/19/2025	INVOICE	2.01.2025	MONTHLY CONTRACT	7,234.86	
			Total:	16,396.62	
			Net of 4 Invoices / 0 Checks	16,396.62	
03158 02/19/2025	EAKES OFFICE SOLUTIONS INVOICE	INV624016	COPIER CONTRACT	219.76	
02/19/2025	INVOICE	INV622999	COPIER CONTRACT	1,565.51	
02/19/2025	INVOICE	9073766-1	CARD, LASER 3X5	28.70	
02/19/2025	INVOICE	9078619-0	CUSTOM STAMP	35.98	
02/19/2025	INVOICE	9081905-0	NOTE PAD, ADHES NOTES, HDM LABELS, TAPE, RUI	140.82	
02/19/2025	INVOICE	9081905-1	HDM LABELS	50.40	
02/19/2025	INVOICE	9083101-0	PENS, STICKY NOTES, CORRECTION TAPE	85.16	
			Total:	2,126.33	
			Net of 7 Invoices / 0 Checks	2,126.33	
03161 02/19/2025	ELECTRICAL ENGINEERING & INVOICE	8770482-00	CLEAR LED FILAMENT LAMPS	583.00	
02/19/2025	INVOICE	8772303-00	40A 120V SPST	85.77	
02/19/2025	INVOICE	8770482-01	20 - CLEAR LED FILAMENT LAMPS	1,166.00	
			Total:	1,834.77	
			Net of 3 Invoices / 0 Checks	1,834.77	
00242 02/19/2025	FIRST NATIONAL BANK OMAHA INVOICE	125144512	HARBOR FREIGHT TOOLS - 13 HP HORIZONTAL SHA	430.07	
02/19/2025	INVOICE	45148583	RESTON INN - JUSTIN HENGGELE	238.00	
02/19/2025	INVOICE	45148600	RESTON INN - CODY SHEFCYK	238.00	
02/19/2025	INVOICE	53511	OUTDOOR SOLAR OUTLET - SOLAR STREET LIGHT	263.95	
02/19/2025	INVOICE	111-4802839-905466	AMAZON - RIFLE MAG POUCH, TACTICAL BACKPACK	68.46	
02/19/2025	INVOICE	1.14.25	TRAINING BLAIR NE-MEALS & HOTEL	330.61	
02/19/2025	INVOICE	1.23.2025	SWABTEK - CANNABIS TEST KIT	465.00	
02/19/2025	INVOICE	CS2570100	SHRM - PROFESSIONAL MEMBERSHIP	264.00	
02/19/2025	INVOICE	1.16.2025	SURVEY MONKEY - PROFESSIONAL SUBSCRIPTION	468.00	
02/19/2025	INVOICE	112-8793337-066825	AMAZON - SCREEN PROTECTOR	23.97	
02/19/2025	INVOICE	112-8061959-656341	AMAZON - WALL MOUNT PATCH PANEL	15.85	
02/19/2025	INVOICE	112-5319094-878181	AMAZON - ID CARD BADGE HOLDER	23.88	
02/19/2025	INVOICE	112-1651566-194904	AMAZON - HEADSET	16.98	
02/19/2025	INVOICE	112-3496555-133224	AMAZON - FEMALE THREADED COUPLER	180.30	
02/19/2025	INVOICE	112-6963204-801860	AMAZON - KEYCHAIN CARABINER CLIP	7.99	
02/19/2025	INVOICE	112-5879013-557460	AMAZON - COMPUTER/LAPTOP FAX MODEM	75.42	
02/19/2025	INVOICE	112-5587020-036186	AMAZON - BUNN COFFEE BREWER	376.72	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2025	INVOICE	112-8067959-798344	AMAZON - DISPLAY CABLE, USB CABLE	129.92	
02/19/2025	INVOICE	112-3837349-603703	AMAZON - STARTER MOTOR REPLACEMENT	41.62	
02/19/2025	INVOICE	112-1879415-350023	AMAZON - CLUTCH DOUBLE 5/8" V BELT	155.03	
02/19/2025	INVOICE	112-3303865-499703	AMAZON - 2 GOLF CART BATTERIES	2,199.98	
02/19/2025	INVOICE	112-8669660-202260	AMAZON - BROTHER BLACK TONER	176.49	
02/19/2025	INVOICE	112-7178035-134741	AMAZON - ENCLOSED BULLETIN BOARD, SERVING C	541.79	
02/19/2025	INVOICE	5165205502	GOOGLE WORKSPACE BUSINESS STARTER	12.00	
02/19/2025	INVOICE	112-3583794-222983	AMAZON - BUNN COFFEE POT, COFFEE FILTERS	51.19	
02/19/2025	INVOICE	112-4102962-574505	AMAZON - TONER CARTRIDGES	1,943.63	
02/19/2025	INVOICE	3518275530	GODADDY.COM - PREMIUM DNS RENEWAL	59.88	
02/19/2025	INVOICE	2203944	REFUND BLUEBEAM PAID TWICE	(2,600.00)	
02/19/2025	INVOICE	112-2354106-609784	AMAZON - INKJET BOND PAPER	53.34	
02/19/2025	INVOICE	113-4434418-502421	AMAZON - THE KANE CHRONICLES	14.61	
02/19/2025	INVOICE	113-1726982-124824	AMAZON - DRAGON MOUNTAIN	11.91	
02/19/2025	INVOICE	114-7652623-783463	AMAZON - MAKERSPACES: A PRACTICAL GUIDE	73.17	
02/19/2025	INVOICE	113-1711121-356980	AMAZON - MAKERSPACES: A PRACTICAL GUIDE	73.17	
02/19/2025	INVOICE	114-8495935-807140	AMAZON - SPIRAL NOTEBOOKS	45.56	
02/19/2025	INVOICE	112-9082520-350026	AMAZON - NARUTO: INNOCENT HEART	9.72	
02/19/2025	INVOICE	112-2534625-258822	AMAZON - CURIOUS GEORGE GOES TO THE ZOO	44.93	
02/19/2025	INVOICE	112-1751567-789064	AMAZON - CURIOUS GEORGE BOXCAR DERBY	10.73	
02/19/2025	INVOICE	112-2534625-258822	AMAZON - CREDIT CURIOUS GEORGE	(44.93)	
02/19/2025	INVOICE	341B61E69B0A44B6A7	HUMANITIES NEBRASKA SPEAKERS BUREAU FEE	325.00	
02/19/2025	INVOICE	112-9486994-325386	CREDIT - RETURNED CUTTING MAT	(12.02)	
02/19/2025	INVOICE	1292025	CONSTANT CONTACT	28.50	
02/19/2025	INVOICE	AD02346100000EUS	ADOBE CREATIVE CLOUD ALL APS	34.99	
02/19/2025	INVOICE	4199281	AMERICAN LIBRARY ASSOCIATION - ALA STUDENT I	46.00	
02/19/2025	INVOICE	113-0152418-386982	AMAZON - DVDS	261.56	
02/19/2025	INVOICE	113-5780524-001781	AMAZON - MINI DRONES, HOLLOW WOOD PIECES	387.64	
02/19/2025	INVOICE	113-9586810-000265	AMAZON - BOOKS, PROJECTOR CASE	107.53	
02/19/2025	INVOICE	113-2005396-541062	AMAZON - TOY STAMPS, BOOK, SHARPIE MARKERS,	55.13	
02/19/2025	INVOICE	113-5084926-472661	AMAZON - SAMANTHA'S BOXED SET	98.99	
02/19/2025	INVOICE	112-6395659-685621	AMAZON - BOOKS, LITTLE TIKES DOLL STROLLER	63.75	
02/19/2025	INVOICE	112-9486994-325386	AMAZON - PENS, SHARPIE, LABEL TAPE, TONER C	317.23	
02/19/2025	INVOICE	112-6361241-404260	AMAZON - BOOKS, PLANT LABELS, WOODEN CARS	106.90	
02/19/2025	INVOICE	0242002133	CREDIT - COMMUNITY PLAYTHINGS REFUND TAX	(56.00)	
02/19/2025	INVOICE	6R0EHUL1BGJNG8XGI7	NEBRASKA AVIATION COUNCIL SYMPOSIUM	135.00	
02/19/2025	INVOICE	89885298	NI SOS NONPROFIT BIENNIAL REPORT	28.00	
02/19/2025	INVOICE	1.17.2025	COLUMBUS TELEGRAM SUBSCRIPTION	24.99	
02/19/2025	INVOICE	NE00082713-4	NORTHEAST HAWK SHOP-CENGAGE UNLIMITED	449.97	
02/19/2025	INVOICE	665685	GASMART	13.54	
02/19/2025	INVOICE	145981	NATL EMERGENCY TRAINING SIX DAY COURSE	305.13	
02/19/2025	INVOICE	508	LEAGUE OF NE MUNICIPALITIES CONFERENCE-ROTH	441.00	
02/19/2025	INVOICE	440	LEAGUE OF NE MUNICIPALITIES CONFERENCE-CHOA'	848.00	
02/19/2025	INVOICE	454	LEAGUE OF NE MUNICIPALITIES CONFERENCE-BULK'	475.00	
02/19/2025	INVOICE	W72109	BATTING CAGE NETS	3,669.80	
02/19/2025	INVOICE	W72190	GRAND SLAM FENCE	3,289.84	
02/19/2025	INVOICE	111-3351311-001781	AMAZON - HYDRAULIC QUICK COUPLER	85.94	
02/19/2025	INVOICE	S13523124	NET WORLD SPORTS- 6 TENNIS NETS	1,452.94	
02/19/2025	INVOICE	735910990	ORIENTAL TRADING - VALENTINES DECORATIONS	106.80	
02/19/2025	INVOICE	FDXWUJUNJ2	FACEBOOK - META ADS	98.88	
02/19/2025	INVOICE	111-0912600-676981	AMAZON - CANPUMP UNLOADER VALVE	70.00	
02/19/2025	INVOICE	113-6972862-016340	AMAZON - AVERY BUSINESS CARDS	32.43	
02/19/2025	INVOICE	113-4862995-263700	AMAZON - FILE FOLDERS, BINDER CLIPS	36.27	
02/19/2025	INVOICE	113-0632932-441626	AMAZON - BUNN COFFEE FILTERS	19.99	
02/19/2025	INVOICE	113-0941047-014021	AMAZON - ALCOHOL WIPES, STORAGE CONTAINER, 1	128.10	
02/19/2025	INVOICE	15726	DRUNK BUSTERS - 12 PACK OF GOGGLES	1,005.94	
02/19/2025	INVOICE	113-4775967-558661	AMAZON - REFRIGERATOR FILTER	49.98	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2025	INVOICE	113-6010942-799144	AMAZON - PORTABLE EXTERNAL HARD DRIVE	174.00	
02/19/2025	INVOICE	728C72EB-0007	STARFISH AQUATICS SWIMMING - BASIC	69.00	
02/19/2025	INVOICE	558702	IFIXOMAHA - PLAYSTATION PORT SOLDER	107.00	
02/19/2025	INVOICE	8704	CITY OF LINCOLN PARKING	19.50	
02/19/2025	INVOICE	2501070833109944	PETRO CLASSROOM - NE ONLINE CLASS	175.00	
02/19/2025	INVOICE	401170	OUTBACK STEAKHOUSE	57.32	
02/19/2025	INVOICE	171001	ANDY'S QUICK STOP-FUEL	62.06	
02/19/2025	INVOICE	335434	ARBY'S	30.00	
02/19/2025	INVOICE	00543	EL CENTENARIO MEXICAN GRILL	50.64	
02/19/2025	INVOICE	0042	LINA'S MEXICAN FOOD	36.25	
02/19/2025	INVOICE	90252820	COURT CITATION PAYMENT NEBRASKA.GOV	151.95	
02/19/2025	INVOICE	46264	NORTHERN TOOL - PNEUMATIC SHOP PRESS	2,134.98	
02/19/2025	INVOICE	8RNVDPG7ZXS	UNIV OF NEBR 2025 PROHORT LAWN & LANDSCAPE	140.00	
02/19/2025	INVOICE	1167199	APCO	555.00	
02/19/2025	INVOICE	1130702	APCO - GROUP MEMBERSHIP	1,012.00	
02/19/2025	INVOICE	88865	HEADSETS DIRECT INC	537.19	
02/19/2025	INVOICE	30858	NEBRASKA NOTARY ASSOC - BOND, STATE FEE, ST:	107.00	
02/19/2025	INVOICE	WHV-8NBCRFB	NE PLANNING CONFERENCE - WHITING	235.00	
02/19/2025	INVOICE	WHV-9F2D7XX	NE PLANNING CONFERENCE - LABENZ	235.00	
02/19/2025	INVOICE	859	PROFESSIONAL SURVEYORS ASSOC	259.55	
02/19/2025	INVOICE	7768	EXPRESS CARRIAGE PARKING	12.00	
02/19/2025	INVOICE	8651	EXPRESS CARRIAGE PARKING	13.50	
02/19/2025	INVOICE	20	HONEST ABE'S	42.77	
Total:				27,240.39	
Net of 97 Invoices / 0 Checks				27,240.39	
00169	FRONTIER				
02/19/2025	INVOICE	30818802060523942	E911 PHONE CHARGES 1/30/25 TO 2/28/25	89.84	
02/19/2025	INVOICE	30818801750912722	PHONE/INTERNET/FAX LINES	1,781.98	
Total:				1,871.82	
Net of 2 Invoices / 0 Checks				1,871.82	
00459	GALE				
02/19/2025	INVOICE	86077622	MATERIALS	55.48	
02/19/2025	INVOICE	86077217	MATERIALS	18.39	
Total:				73.87	
Net of 2 Invoices / 0 Checks				73.87	
03172	GALLS LLC				
02/19/2025	INVOICE	030181689	2 - ELITE DUTY BELTS	147.59	
02/19/2025	INVOICE	030227499	NYLON TROUSER BELT	30.76	
02/19/2025	INVOICE	030248507	TCLT PDU CLASS B PANT	126.11	
02/19/2025	INVOICE	030250689	NYLON TROUSER BELT	30.76	
02/19/2025	INVOICE	030261348	FLAT GLOVE POUCH, TCLT PDU A-CL PANT	119.29	
02/19/2025	INVOICE	030261477	5-IN-1 JACKET, CLASS B SHIRTS, CLASS A PANT	1,065.94	
02/19/2025	INVOICE	030269263	BALLISTICS	15,387.63	
02/19/2025	INVOICE	030268731	BALLISTICS	5,552.91	
02/19/2025	INVOICE	030260209	RESERVE UNIFORMS	676.93	
02/19/2025	INVOICE	030219566	A SHIFT REPLACEMENTS	109.29	
Total:				23,247.21	
Net of 10 Invoices / 0 Checks				23,247.21	
01789	GAVER TIRE & AUTO CENTER INC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2025	INVOICE	90662	REPAIR, USED TIRES	1,134.87	
			Total:	1,134.87	
			Net of 1 Invoices / 0 Checks	1,134.87	
03174	GEHRING CONSTRUCTION &				
02/19/2025	INVOICE	81978	2736 25TH STREET	416.00	
02/19/2025	INVOICE	12311	JOINT TAR	2,821.50	
02/19/2025	INVOICE	12312	JOINT TAR	6,583.50	
02/19/2025	INVOICE	12310	TAR SEALANT	3,762.00	
			Total:	13,583.00	
			Net of 4 Invoices / 0 Checks	13,583.00	
00303	GENE STEFFY FORD				
02/19/2025	INVOICE	224167	LOF, CABIN FILTER, AIR FILTER VIN #6562	163.11	
			Total:	163.11	
			Net of 1 Invoices / 0 Checks	163.11	
01488	GERNSTEIN KRIS				
02/19/2025	INVOICE	2.04.2025	MEALS	46.26	
			Total:	46.26	
			Net of 1 Invoices / 0 Checks	46.26	
10401	GOLFNOW				
02/19/2025	INVOICE	INV00101468	WEBSITE/EMAIL HOSTING	196.96	
			Total:	196.96	
			Net of 1 Invoices / 0 Checks	196.96	
02075	GREAT PLAINS COMMUNICATIONS				
02/19/2025	INVOICE	139461 4025648127	PHONE/INTERNET CHARGES 02/16 - 03/15	1,562.66	
			Total:	1,562.66	
			Net of 1 Invoices / 0 Checks	1,562.66	
11192	GREGG YOUNG CHEVROLET GMC OF COLUMB				
02/19/2025	INVOICE	21300	REPLACE REAR SHOCKS - VIN #6492	527.26	
02/19/2025	INVOICE	21045	OIL CHANGE, AIR FILTER, BRAKE PADS & ROTORS	1,278.28	
			Total:	1,805.54	
			Net of 2 Invoices / 0 Checks	1,805.54	
02904	GUNSLINGERS LLC				
02/19/2025	INVOICE	27015	22LR 40GR 50 CT - WOTIPKA QM	80.00	
02/19/2025	INVOICE	26905	KSG SHOTGUN - STRECKER QM	685.00	
02/19/2025	INVOICE	26799	SELLIER & BELLOT 45 - CIBORON QM	50.00	
02/19/2025	INVOICE	26789	SUPPRESSOR & COVER - WOTIPKA QM	506.40	
02/19/2025	INVOICE	26768	TLR-1 HL GUN LIGHT - ZARATE QM	150.00	
			Total:	1,471.40	
			Net of 5 Invoices / 0 Checks	1,471.40	
00272	HAWKINS INC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2025	INVOICE	6970636	CHEMICALS	5,372.51	
			Total:	5,372.51	
			Net of 1 Invoices / 0 Checks	5,372.51	
03185	HDR ENGINEERING INC				
02/19/2025	INVOICE	1200691479	SANITARY SEWER HYDRAULIC MODEL CONVERSION	11,250.00	
			Total:	11,250.00	
			Net of 1 Invoices / 0 Checks	11,250.00	
01424	HEARTLAND NATURAL GAS LLC				
02/19/2025	INVOICE	148329	NATURAL GAS	2,949.51	
02/19/2025	INVOICE	148338	NATURAL GAS	3,050.67	
02/19/2025	INVOICE	148331	NATURAL GAS	364.23	
02/19/2025	INVOICE	148333	NATURAL GAS	100.50	
02/19/2025	INVOICE	148343	NATURAL GAS	2,244.57	
02/19/2025	INVOICE	148342	NATURAL GAS	2,805.93	
02/19/2025	INVOICE	148328	NATURAL GAS	604.37	
02/19/2025	INVOICE	148336	NATURAL GAS	618.09	
02/19/2025	INVOICE	148334	NATURAL GAS	408.56	
02/19/2025	INVOICE	148341	NATURAL GAS	212.14	
02/19/2025	INVOICE	148335	NATURAL GAS	249.99	
02/19/2025	INVOICE	148337	NATURAL GAS	3,138.79	
02/19/2025	INVOICE	148332	NATURAL GAS	110.31	
02/19/2025	INVOICE	148330	NATURAL GAS	595.24	
			Total:	17,452.90	
			Net of 14 Invoices / 0 Checks	17,452.90	
10975	HEARTLAND OFFICE CLEANERS				
02/19/2025	INVOICE	23600	FEB CLEANING SERVICE	520.00	
			Total:	520.00	
			Net of 1 Invoices / 0 Checks	520.00	
00099	HOLIDAY INN OF KEARNEY				
02/19/2025	INVOICE	106334	ROBERT ABSALON	249.90	
02/19/2025	INVOICE	106351	KRIS GERNSTEIN	249.90	
02/19/2025	INVOICE	106352	CADE BEHLEN	249.90	
			Total:	749.70	
			Net of 3 Invoices / 0 Checks	749.70	
00403	HOWERTER MD MARK S				
02/19/2025	INVOICE	MONTHLY	EMERGENCY MEDICAL DIRECTOR - JCC	616.00	
02/19/2025	INVOICE	MONHTLY	EMERGENCY MEDICAL DIRECTOR	678.00	
			Total:	1,294.00	
			Net of 2 Invoices / 0 Checks	1,294.00	
03192	HY-VEE INC				
02/19/2025	INVOICE	5800260083	24PK WATER	6.99	
			Total:	6.99	
			Net of 1 Invoices / 0 Checks	6.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02200 02/19/2025	IALEFI INVOICE	46233	MEMBERSHIP DUES - JASON F ROMSHEK	60.00	
			Total:	60.00	
			Net of 1 Invoices / 0 Checks	60.00	
03194	INGRAM LIBRARY SERVICES, INC				
02/19/2025	INVOICE	85966407	CREDIT - RETURN	(25.27)	
02/19/2025	INVOICE	85869452	MATERIALS	137.43	
02/19/2025	INVOICE	85880415	MATERIALS	129.05	
02/19/2025	INVOICE	85914121	MATERIALS	688.80	
02/19/2025	INVOICE	85914122	MATERIALS	20.51	
02/19/2025	INVOICE	86013827	MATERIALS	90.96	
02/19/2025	INVOICE	86098721	MATERIALS	28.11	
02/19/2025	INVOICE	86126255	MATERIALS	633.64	
02/19/2025	INVOICE	86191540	MATERIALS	60.91	
02/19/2025	INVOICE	86224568	MATERIALS	84.79	
02/19/2025	INVOICE	86245971	MATERIALS	261.34	
02/19/2025	INVOICE	86307766	MATERIALS	105.74	
02/19/2025	INVOICE	86318948	MATERIALS	223.55	
02/19/2025	INVOICE	86348048	MATERIALS	96.18	
02/19/2025	INVOICE	86374928	MATERIALS	95.85	
02/19/2025	INVOICE	86393979	MATERIALS	93.29	
02/19/2025	INVOICE	86401889	MATERIALS	122.94	
02/19/2025	INVOICE	86426257	MATERIALS	346.99	
02/19/2025	INVOICE	86451551	MATERIALS	52.49	
02/19/2025	INVOICE	86472930	MATERIALS	30.47	
			Total:	3,277.77	
			Net of 20 Invoices / 0 Checks	3,277.77	
02609	ISLAND SUPPLY WELDING CO.				
02/19/2025	INVOICE	336817	CART FOR REBEL	719.01	
			Total:	719.01	
			Net of 1 Invoices / 0 Checks	719.01	
03199	JACKSON SERVICES INC				
02/19/2025	INVOICE	5490619	BAR MOPS, MICROFIBER TOWELS, APRONS	54.34	
02/19/2025	INVOICE	5490622	UNIFORMS	25.76	
02/19/2025	INVOICE	5490623	UNIFORMS	75.71	
02/19/2025	INVOICE	5490624	MAT	25.01	
02/19/2025	INVOICE	5492444	MATS	44.15	
02/19/2025	INVOICE	5493338	UNIFORMS	139.67	
02/19/2025	INVOICE	5493346	UNIFORMS	88.39	
02/19/2025	INVOICE	5493347	UNIFORMS	96.10	
02/19/2025	INVOICE	5493348	MAT	3.07	
02/19/2025	INVOICE	5493349	UNIFORMS	26.76	
02/19/2025	INVOICE	5493337	UNIFORMS	252.74	
02/19/2025	INVOICE	5488125	SHOP TOWELS ORANGE, UNIFORMS	261.29	
02/19/2025	INVOICE	5486267	MATS	65.29	
02/19/2025	INVOICE	5486273	UNIFORMS	25.76	
02/19/2025	INVOICE	5486274	UNIFORMS	75.71	
02/19/2025	INVOICE	5488126	UNIFORMS	139.67	
02/19/2025	INVOICE	5488135	MATS, ROLLER TOWEL, UNIFORMS	124.48	
02/19/2025	INVOICE	5488136	UNIFORMS	96.10	
02/19/2025	INVOICE	5488137	MAT, BAR TOWELS, SHOP TOWELS ORANGE	25.43	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2025	INVOICE	5488138	UNIFORMS	26.76	
02/19/2025	INVOICE	5488140	MOPS, MATS	60.22	
02/19/2025	INVOICE	5495038	MATS, MOPS, POLISH TOWELS, WINDSHIELD WIPES.	135.86	
Total:				1,868.27	
Net of 22 Invoices / 0 Checks				1,868.27	
10856	JOHN E. REID & ASSOCIATES INC				
02/19/2025	INVOICE	442AD6D2-0001	COREY SYLVESTER- 4 DAY THE REID TECHNIQUE	850.00	
Total:				850.00	
Net of 1 Invoices / 0 Checks				850.00	
03005	JONES AUTOMOTIVE				
02/19/2025	INVOICE	4566	PREPAYMENT - 50% OF PARTS ON QUOTE 4539	9,054.34	
Total:				9,054.34	
Net of 1 Invoices / 0 Checks				9,054.34	
03202	KELLY SUPPLY COMPANY				
02/19/2025	INVOICE	S12301987-0	MALE ADAPTER, DUST CAP, CPVC UNION	99.97	
02/19/2025	INVOICE	S12301975-0	SUPER BLUE RIBBON V-BELT	26.20	
02/19/2025	INVOICE	S12302085-0	PLASTIC PIPE, BALL VALVE, COUP	500.28	
02/19/2025	INVOICE	S12302105-0	PVC ELL S X S, SLIP FLANGE, RUBBER FLG GASKI	67.92	
02/19/2025	INVOICE	S12302115-0	PVC ELL S X S	17.93	
02/19/2025	INVOICE	S12302146-0	300FT CLEAN MASTER, GATES STEM, NIPPLE	41.06	
Total:				753.36	
Net of 6 Invoices / 0 Checks				753.36	
03205	KIRKHAM MICHAEL & ASSOCIATES				
02/19/2025	INVOICE	97282	CONSTRUCT 8-PLACE T-HANGAR	578.29	
Total:				578.29	
Net of 1 Invoices / 0 Checks				578.29	
02236	LANGUAGE LINE SERVICES INC				
02/19/2025	INVOICE	11514841	OVER THE PHONE INTERPRETATION	116.25	
02/19/2025	INVOICE	11507955	OVER THE PHONE INTERPRETATION	171.72	
Total:				287.97	
Net of 2 Invoices / 0 Checks				287.97	
01183	LARM (LEAGUE ASSOCIATION OF				
02/19/2025	INVOICE	4A2412M3FF5-0001	DEDUCTIBLE	1,000.00	
02/19/2025	INVOICE	112559	ENDORSEMENT #16	38.30	
02/19/2025	INVOICE	4A24122JK52-0001	DEDUCTIBLE - SEWER BACK UP	5,915.28	
Total:				6,953.58	
Net of 3 Invoices / 0 Checks				6,953.58	
02596	LAWSON PRODUCTS				
02/19/2025	INVOICE	9312208860	NYLON CABLE TIES	6.71	
02/19/2025	INVOICE	9312218014	TUFF CRIMP BATTERY TERMINALS	57.15	
Total:				63.86	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 2 Invoices / 0 Checks	63.86	
00822 02/19/2025	LINCOLN WINWATER WORKS INVOICE	10856301	CURB BOX LID	397.07	
			Total:	397.07	
			Net of 1 Invoices / 0 Checks	397.07	
11121 02/19/2025	LOCABLE INVOICE	0015100	COORDINATE PLAN - ANNUAL PREPAY	1,788.00	
			Total:	1,788.00	
			Net of 1 Invoices / 0 Checks	1,788.00	
03214	LOUP POWER DISTRICT				
02/19/2025	INVOICE	169004 FEB 25	ELECTRICITY	1,651.20	
02/19/2025	INVOICE	169005 FEB 25	ELECTRICITY	357.70	
02/19/2025	INVOICE	169009 FEB 25	ELECTRICITY	29.67	
02/19/2025	INVOICE	169016 FEB 25	ELECTRICITY	350.21	
02/19/2025	INVOICE	169017 FEB 25	ELECTRICITY	25.00	
02/19/2025	INVOICE	169018 FEB 25	ELECTRICITY	3.08	
02/19/2025	INVOICE	169019 FEB 25	ELECTRICITY	1,602.94	
02/19/2025	INVOICE	169020 FEB 25	ELECTRICITY	5.86	
02/19/2025	INVOICE	169022 FEB 25	ELECTRICITY	25.63	
02/19/2025	INVOICE	169023 FEB 25	ELECTRICITY	355.82	
02/19/2025	INVOICE	169024 FEB 25	ELECTRICITY	62.40	
02/19/2025	INVOICE	169026 FEB 25	ELECTRICITY	124.80	
02/19/2025	INVOICE	169027 FEB 25	ELECTRICITY	12.91	
02/19/2025	INVOICE	169028 FEB 25	ELECTRICITY	590.88	
02/19/2025	INVOICE	169029 FEB 25	ELECTRICITY	889.01	
02/19/2025	INVOICE	169030 FEB 25	ELECTRICITY	339.65	
02/19/2025	INVOICE	169031 FEB 25	ELECTRICITY	42.04	
02/19/2025	INVOICE	169033 FEB 25	ELECTRICITY	36.63	
02/19/2025	INVOICE	169036 FEB 25	ELECTRICITY	200.16	
02/19/2025	INVOICE	169038 FEB 25	ELECTRICITY	3,509.16	
02/19/2025	INVOICE	169039 FEB 25	ELECTRICITY	25.00	
02/19/2025	INVOICE	169041 FEB 25	ELECTRICITY	41.56	
02/19/2025	INVOICE	169043 FEB 25	ELECTRICITY	43.78	
02/19/2025	INVOICE	169044 FEB 25	ELECTRICITY	45.36	
02/19/2025	INVOICE	169048 FEB 25	ELECTRICITY	29.33	
02/19/2025	INVOICE	169050 FEB 25	ELECTRICITY	86.17	
02/19/2025	INVOICE	169051 FEB 25	ELECTRICITY	25.11	
02/19/2025	INVOICE	169053 FEB 25	ELECTRICITY	38.33	
02/19/2025	INVOICE	169055 FEB 25	ELECTRICITY	25.63	
02/19/2025	INVOICE	169056 FEB 25	ELECTRICITY	42.62	
02/19/2025	INVOICE	169058 FEB 25	ELECTRICITY	35.66	
02/19/2025	INVOICE	169061 FEB 25	ELECTRICITY	32.60	
02/19/2025	INVOICE	169062 FEB 25	ELECTRICITY	162.62	
02/19/2025	INVOICE	169064 FEB 25	ELECTRICITY	26.48	
02/19/2025	INVOICE	169065 FEB 25	ELECTRICITY	1,743.36	
02/19/2025	INVOICE	169066 FEB 25	ELECTRICITY	44.73	
02/19/2025	INVOICE	169069 FEB 25	ELECTRICITY	40.24	
02/19/2025	INVOICE	169072 FEB 25	ELECTRICITY	250.00	
02/19/2025	INVOICE	169073 FEB 25	ELECTRICITY	39.98	
02/19/2025	INVOICE	169074 FEB 25	ELECTRICITY	30.80	
02/19/2025	INVOICE	169077 FEB 25	ELECTRICITY	25.84	
02/19/2025	INVOICE	169080 FEB 25	ELECTRICITY	129.92	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2025	INVOICE	169081 FEB 25	ELECTRICITY	40.93	
02/19/2025	INVOICE	169082 FEB 25	ELECTRICITY	93.73	
02/19/2025	INVOICE	169083 FEB 25	ELECTRICITY	505.59	
02/19/2025	INVOICE	169084 FEB 25	ELECTRICITY	2,294.60	
02/19/2025	INVOICE	169085 FEB 25	ELECTRICITY	1,419.54	
02/19/2025	INVOICE	169086 FEB 25	ELECTRICITY	1,244.53	
02/19/2025	INVOICE	169087 FEB 25	ELECTRICITY	437.53	
02/19/2025	INVOICE	169089 FEB 25	ELECTRICITY	38.08	
02/19/2025	INVOICE	169090 FEB 25	ELECTRICITY	41.25	
02/19/2025	INVOICE	169091 FEB 25	ELECTRICITY	56.91	
02/19/2025	INVOICE	169092 FEB 25	ELECTRICITY	57.76	
02/19/2025	INVOICE	169093 FEB 25	ELECTRICITY	65.67	
02/19/2025	INVOICE	169094 FEB 25	ELECTRICITY	61.71	
02/19/2025	INVOICE	169096 FEB 25	ELECTRICITY	487.91	
02/19/2025	INVOICE	169097 FEB 25	ELECTRICITY	29.54	
02/19/2025	INVOICE	169098 FEB 25	ELECTRICITY	28.29	
02/19/2025	INVOICE	169107 FEB 25	ELECTRICITY	85.38	
02/19/2025	INVOICE	169112 FEB 25	ELECTRICITY	121.85	
02/19/2025	INVOICE	169116 FEB 25	ELECTRICITY	71.32	
02/19/2025	INVOICE	169118 FEB 25	ELECTRICITY	41.67	
02/19/2025	INVOICE	169120 FEB 25	ELECTRICITY	6,420.48	
02/19/2025	INVOICE	169121 FEB 25	ELECTRICITY	5,126.40	
02/19/2025	INVOICE	169122 FEB 25	ELECTRICITY	2,597.76	
02/19/2025	INVOICE	169123 FEB 25	ELECTRICITY	59.39	
02/19/2025	INVOICE	169124 FEB 25	ELECTRICITY	76.06	
02/19/2025	INVOICE	169125 FEB 25	ELECTRICITY	47.73	
02/19/2025	INVOICE	169126 FEB 25	ELECTRICITY	122.21	
02/19/2025	INVOICE	169127 FEB 25	ELECTRICITY	48.26	
02/19/2025	INVOICE	169130 FEB 25	ELECTRICITY	45.31	
02/19/2025	INVOICE	169131 FEB 25	ELECTRICITY	4.15	
02/19/2025	INVOICE	169132 FEB 25	ELECTRICITY	70.05	
02/19/2025	INVOICE	169133 FEB 25	ELECTRICITY	6,968.60	
02/19/2025	INVOICE	169135 FEB 25	ELECTRICITY	2,606.60	
02/19/2025	INVOICE	169136 FEB 25	ELECTRICITY	126.82	
02/19/2025	INVOICE	169137 FEB 25	ELECTRICITY	118.46	
02/19/2025	INVOICE	169138 FEB 25	ELECTRICITY	82.39	
02/19/2025	INVOICE	169139 FEB 25	ELECTRICITY	223.39	
02/19/2025	INVOICE	169140 FEB 25	ELECTRICITY	104.64	
02/19/2025	INVOICE	169141 FEB 25	ELECTRICITY	114.43	
02/19/2025	INVOICE	400001 FEB 25	ELECTRICITY	850.52	
02/19/2025	INVOICE	400002 FEB 25	ELECTRICITY	254.12	
02/19/2025	INVOICE	400003 FEB 25	ELECTRICITY	177.60	
02/19/2025	INVOICE	400004 FEB 25	ELECTRICITY	61.81	
02/19/2025	INVOICE	400005 FEB 25	ELECTRICITY	27.74	
02/19/2025	INVOICE	400006 FEB 25	ELECTRICITY	25.53	
02/19/2025	INVOICE	400008 FEB 25	ELECTRICITY	25.84	
02/19/2025	INVOICE	400009 FEB 25	ELECTRICITY	47.58	
02/19/2025	INVOICE	400010 FEB 25	ELECTRICITY	43.78	
02/19/2025	INVOICE	400011 FEB 25	ELECTRICITY	28.48	
02/19/2025	INVOICE	400012 FEB 25	ELECTRICITY	34.50	
02/19/2025	INVOICE	400013 FEB 25	ELECTRICITY	38.93	
02/19/2025	INVOICE	400015 FEB 25	ELECTRICITY	858.75	
02/19/2025	INVOICE	400016 FEB 25	ELECTRICITY	54.38	
02/19/2025	INVOICE	400017 FEB 25	ELECTRICITY	45.89	
02/19/2025	INVOICE	400018 FEB 25	ELECTRICITY	43.67	
02/19/2025	INVOICE	400019 FEB 25	ELECTRICITY	134.17	
02/19/2025	INVOICE	400020 FEB 25	ELECTRICITY	445.44	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2025	INVOICE	400023 FEB 25	ELECTRICITY	652.11	
02/19/2025	INVOICE	400024 FEB 25	ELECTRICITY	31.75	
02/19/2025	INVOICE	400025 FEB 25	ELECTRICITY	68.68	
02/19/2025	INVOICE	400026 FEB 25	ELECTRICITY	26.16	
02/19/2025	INVOICE	400028 FEB 25	ELECTRICITY	43.50	
02/19/2025	INVOICE	400029 FEB 25	ELECTRICITY	89.09	
02/19/2025	INVOICE	400030 FEB 25	ELECTRICITY	30.49	
02/19/2025	INVOICE	400031 FEB 25	ELECTRICITY	130.27	
02/19/2025	INVOICE	400032 FEB 25	ELECTRICITY	82.69	
02/19/2025	INVOICE	400033 FEB 25	ELECTRICITY	164.35	
02/19/2025	INVOICE	400034 FEB 25	ELECTRICITY	25.53	
02/19/2025	INVOICE	400036 FEB 25	ELECTRICITY	1,370.70	
02/19/2025	INVOICE	400037 FEB 25	ELECTRICITY	52.43	
02/19/2025	INVOICE	400039 FEB 25	ELECTRICITY	68.34	
02/19/2025	INVOICE	400040 FEB 25	ELECTRICITY	27,204.65	
02/19/2025	INVOICE	400041 FEB 25	ELECTRICITY	105.14	
02/19/2025	INVOICE	400042 FEB 25	ELECTRICITY	34.92	
02/19/2025	INVOICE	400044 FEB 25	ELECTRICITY	100.06	
02/19/2025	INVOICE	400046 FEB 25	ELECTRICITY	26.38	
02/19/2025	INVOICE	400047 FEB 25	ELECTRICITY	1,400.09	
02/19/2025	INVOICE	400048 FEB 25	ELECTRICITY	40.00	
02/19/2025	INVOICE	400049 FEB 25	ELECTRICITY	47.50	
02/19/2025	INVOICE	400051 FEB 25	ELECTRICITY	30.59	
02/19/2025	INVOICE	400052 FEB 25	ELECTRICITY	28.59	
02/19/2025	INVOICE	400055 FEB 25	ELECTRICITY	25.00	
02/19/2025	INVOICE	400057 FEB 25	ELECTRICITY	39.82	
02/19/2025	INVOICE	400059 FEB 25	ELECTRICITY	242.87	
02/19/2025	INVOICE	400060 FEB 25	ELECTRICITY	12,598.08	
02/19/2025	INVOICE	400061 FEB 25	ELECTRICITY	365.76	
02/19/2025	INVOICE	400062 FEB 25	ELECTRICITY	34.71	
02/19/2025	INVOICE	400063 FEB 25	ELECTRICITY	45.05	
02/19/2025	INVOICE	400065 FEB 25	ELECTRICITY	3,180.01	
02/19/2025	INVOICE	400068 FEB 25	ELECTRICITY	68.26	
02/19/2025	INVOICE	400069 FEB 25	ELECTRICITY	38.29	
02/19/2025	INVOICE	400070 FEB 25	ELECTRICITY	1,624.12	
02/19/2025	INVOICE	400071 FEB 25	ELECTRICITY	48.00	
02/19/2025	INVOICE	400072 FEB 25	ELECTRICITY	36.61	
02/19/2025	INVOICE	400073 FEB 25	ELECTRICITY	43.57	
02/19/2025	INVOICE	400075 FEB 25	ELECTRICITY	43.15	
02/19/2025	INVOICE	400076 FEB 25	ELECTRICITY	33.86	
02/19/2025	INVOICE	400077 FEB 25	ELECTRICITY	32.39	
02/19/2025	INVOICE	400079 FEB 25	ELECTRICITY	207.88	
02/19/2025	INVOICE	400081 FEB 25	ELECTRICITY	206.69	
02/19/2025	INVOICE	400083 FEB 25	ELECTRICITY	64.88	
02/19/2025	INVOICE	400084 FEB 25	ELECTRICITY	181.34	
02/19/2025	INVOICE	400085 FEB 25	ELECTRICITY	32.17	
02/19/2025	INVOICE	400088 FEB 25	ELECTRICITY	61.64	
02/19/2025	INVOICE	400089 FEB 25	ELECTRICITY	771.84	
02/19/2025	INVOICE	400090 FEB 25	ELECTRICITY	66.62	
02/19/2025	INVOICE	400091 FEB 25	ELECTRICITY	387.40	
02/19/2025	INVOICE	400092 FEB 25	ELECTRICITY	28.17	
02/19/2025	INVOICE	400093 FEB 25	ELECTRICITY	42.30	
02/19/2025	INVOICE	400094 FEB 25	ELECTRICITY	191.62	
02/19/2025	INVOICE	400095 FEB 25	ELECTRICITY	148.13	
02/19/2025	INVOICE	400096 FEB 25	ELECTRICITY	1,647.36	
02/19/2025	INVOICE	400097 FEB 25	ELECTRICITY	575.23	
02/19/2025	INVOICE	400098 FEB 25	ELECTRICITY	852.48	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2025	INVOICE	400099 FEB 25	ELECTRICITY	345.60	
02/19/2025	INVOICE	400100 FEB 25	ELECTRICITY	52.27	
02/19/2025	INVOICE	400101 FEB 25	ELECTRICITY	67.88	
Total:				104,850.58	
Net of 159 Invoices / 0 Checks				104,850.58	
02806	MACQUEEN EQUIPMENT				
02/19/2025	INVOICE	P02157	COMPRESSOR ANNUAL SERVICE	1,940.65	
Total:				1,940.65	
Net of 1 Invoices / 0 Checks				1,940.65	
03217	MAILBOX				
02/19/2025	INVOICE	120687	REPAIR CENTER	52.78	
02/19/2025	INVOICE	120515	NEBRASKA PUBLIC HEALTH	13.96	
02/19/2025	INVOICE	120554	NEBRASKA PUBLIC HEALTH	13.93	
02/19/2025	INVOICE	120630	NEBRASKA PUBLIC HEALTH	13.93	
02/19/2025	INVOICE	120664	NEBRASKA PUBLIC HEALTH	13.96	
Total:				108.56	
Net of 5 Invoices / 0 Checks				108.56	
03212	MATHESON-LINWELD				
02/19/2025	INVOICE	52459659	MEDICAL OXYGEN	68.50	
Total:				68.50	
Net of 1 Invoices / 0 Checks				68.50	
03220	MENARDS				
02/19/2025	INVOICE	21522	6 - 48" T12 60W 4200K	40.68	
02/19/2025	INVOICE	21456	AIR FILTERS	152.56	
02/19/2025	INVOICE	21455	2500 PSI MASTERFORCE EPW	299.99	
02/19/2025	INVOICE	21502	4 - 10000L 5K LED	63.96	
02/19/2025	INVOICE	21500	PAINT KIT, MR CLEAN, PAINT TRAY, FROG TAPE,	90.55	
02/19/2025	INVOICE	21564	2 - 100W LED	17.98	
02/19/2025	INVOICE	21572	FURRING STRIP	17.87	
02/19/2025	INVOICE	21582	PAINT, WATER PUTTY, ROLLER, HEAVY DUTY FRAM	620.16	
02/19/2025	INVOICE	21596	SPLASH -35, SPRAY PAINT	16.95	
02/19/2025	INVOICE	21694	DIESEL CONDITIONER, SEAFOAM, VALVE CAPS	42.74	
02/19/2025	INVOICE	21693	BOUNTY, ANGEL SOFT	19.55	
02/19/2025	INVOICE	21366	2 - 1"-4X8	39.98	
02/19/2025	INVOICE	21048	75W 2 BULB BALLAST, 2-WIRE LEVER-NUT	40.87	
02/19/2025	INVOICE	21106	DIESEL CONDITIONER, 64OZ DIESEL 911	173.86	
02/19/2025	INVOICE	21262	GLAV NIPPLE, HOSE CLAMP, CARABINER, US FLAG	52.55	
Total:				1,690.25	
Net of 15 Invoices / 0 Checks				1,690.25	
11289	MICEK GRIFFIN				
02/19/2025	INVOICE	2.05.2025	MILEAGE - MENTAL HEALTH FIRST AID CLASS	23.80	
Total:				23.80	
Net of 1 Invoices / 0 Checks				23.80	
03222	MID-AMERICAN RESEARCH				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2025	INVOICE	0839386-IN	FLOOR CLEANER, URINAL MAT, URINAL SCREEN, DI	500.00	
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	
03224 02/19/2025	MIDWEST LABORATORIES INC INVOICE	1221929	WATER TESTING & SUPPLIES	109.17	
			Total:	109.17	
			Net of 1 Invoices / 0 Checks	109.17	
00487 02/19/2025 02/19/2025	MIDWEST TAPE LLC INVOICE INVOICE	506693256 506686648	DIGITAL AUDIOBOOK, BINGEPASS, COMICS, EBOOK, DVD	661.13 14.99	
			Total:	676.12	
			Net of 2 Invoices / 0 Checks	676.12	
03227 02/19/2025 02/19/2025 02/19/2025	MIDWEST TURF & IRRIGATION INVOICE INVOICE INVOICE	3946145-00 3928936-00 3946398-00	GRIND STONE STRAIGHT GROUNDMASTER 4000-D FCC FREQUENCY SET-UP	364.62 88,141.52 300.00	
			Total:	88,806.14	
			Net of 3 Invoices / 0 Checks	88,806.14	
00463 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025	MIKE'S TOWING INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	40434 40765 40768 40770 40773 40775 40779 40781 40780 40782 40784 40785 40786 38722	TOWING TOWING TOWING TOWING TOWING TOWING TOWING TOWING TOWING TOWING TOWING TOWING TOWING TOWING TOWING	150.00 225.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00	
			Total:	2,175.00	
			Net of 14 Invoices / 0 Checks	2,175.00	
03230 02/19/2025 02/19/2025	MOTION INDUSTRIES INC INVOICE INVOICE	NE07-00522527 NE07-00520384	BANDED V-BELTS HI-VOLUME ROLLER CHAIN	50.75 32.80	
			Total:	83.55	
			Net of 2 Invoices / 0 Checks	83.55	
02622 02/19/2025	MOTOROLA SOLUTIONS INC. INVOICE	8282066701	REMOTE SPEAKER MIC	2,428.25	
			Total:	2,428.25	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	2,428.25	
00210 02/19/2025	MUNICIPAL PIPE TOOL CO LLC INVOICE	34996	LATCH, SPRING, SPACER, SCREW, WASHER, O-RING	375.60	
			Total:	375.60	
			Net of 1 Invoices / 0 Checks	375.60	
10225 02/19/2025	NAPA AUTO PARTS OF COLUMBUS INVOICE	756350	REMAN ALTERNATOR	253.60	
02/19/2025	INVOICE	756397	CREDIT - CORE DEPOSIT	(37.03)	
02/19/2025	INVOICE	756337	BUTT CONNECTOR	41.48	
			Total:	258.05	
			Net of 3 Invoices / 0 Checks	258.05	
10709 02/19/2025	NDEE INVOICE	48910	WWTF OPERATION CERTIFICATION ROBERT ABSALON	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
00239 02/19/2025	NEBRASKA HARVESTORE SYSTEMS INVOICE	23807	BULB, KIT FRONT LATCH, CAM-HYDRAULIC TANK, 1	224.85	
			Total:	224.85	
			Net of 1 Invoices / 0 Checks	224.85	
11288 02/19/2025	NEBRASKA.GOV INVOICE	87677210	RETURN #4721658 - HUSKER BAR	930.00	
02/19/2025	INVOICE	87695502	RETURN #4721658 - CVS PHARMACY	930.00	
			Total:	1,860.00	
			Net of 2 Invoices / 0 Checks	1,860.00	
03241 02/19/2025	NEWMAN SIGNS INC. INVOICE	TRFINV059037	SIGNS	699.92	
			Total:	699.92	
			Net of 1 Invoices / 0 Checks	699.92	
02038 02/19/2025	NORTHEAST NEBRASKA CLERKS ASSO INVOICE	2025-1	ASSOCIATIONS DUES 2025	20.00	
			Total:	20.00	
			Net of 1 Invoices / 0 Checks	20.00	
03245 02/19/2025	NORTHEAST NEBRASKA SOLID INVOICE	1312025	LANDFILL CHARGES	62,492.31	
			Total:	62,492.31	
			Net of 1 Invoices / 0 Checks	62,492.31	
00358 02/19/2025	OBRIST & CO INC INVOICE	16484	HAUL TRUCK TO BGS TRANSMISSION	385.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	385.00	
			Net of 1 Invoices / 0 Checks	385.00	
03249	OCCUPATIONAL HEALTH SERV				
02/19/2025	INVOICE	79698	DRUG SCREENS	1,254.00	
02/19/2025	INVOICE	79469	DRUG SCREEN	735.00	
			Total:	1,989.00	
			Net of 2 Invoices / 0 Checks	1,989.00	
02852	OLSON'S PEST TECHNICIANS				
02/19/2025	INVOICE	402080	PEST CONTROL	85.00	
02/19/2025	INVOICE	402081	PEST CONTROL	55.00	
02/19/2025	INVOICE	402082	PEST CONTROL	90.00	
02/19/2025	INVOICE	402083	PEST CONTROL	60.00	
02/19/2025	INVOICE	402084	PEST CONTROL	55.00	
02/19/2025	INVOICE	403460	PEST CONTROL	63.00	
02/19/2025	INVOICE	403461	PEST CONTROL	75.00	
			Total:	483.00	
			Net of 7 Invoices / 0 Checks	483.00	
01451	ONE CALL CONCEPTS INC				
02/19/2025	INVOICE	5010124	LOCATE FEES	107.22	
			Total:	107.22	
			Net of 1 Invoices / 0 Checks	107.22	
01307	ONE SOURCE				
02/19/2025	INVOICE	2022172018	BACKGROUND CHECKS	29.00	
			Total:	29.00	
			Net of 1 Invoices / 0 Checks	29.00	
00176	O'REILLY AUTOMOTIVE INC				
02/19/2025	INVOICE	0681-324592	1QT P/S FLUID	53.88	
02/19/2025	INVOICE	0681-324527	QT STABILIZER	33.98	
02/19/2025	INVOICE	0681-322873	WASH BRUSH	39.99	
02/19/2025	INVOICE	0681-323356	MOLY GREASE	53.52	
02/19/2025	INVOICE	0681-323292	MAGNUM STRUT	499.70	
			Total:	681.07	
			Net of 5 Invoices / 0 Checks	681.07	
03010	PACE ANALYTICAL SERVICES LLC				
02/19/2025	INVOICE	2560221210	WATER TESTING	1,241.90	
			Total:	1,241.90	
			Net of 1 Invoices / 0 Checks	1,241.90	
10411	PAPER TIGER SHREDDING				
02/19/2025	INVOICE	212212	64 GALLON CONTAINER	35.00	
			Total:	35.00	
			Net of 1 Invoices / 0 Checks	35.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01722 02/19/2025	PEDERSEN MELODEE INVOICE	2.10.2025	REIMBURSE ETSY FLORAL STEMS	148.86	
			Total:	148.86	
			Net of 1 Invoices / 0 Checks	148.86	
01869 02/19/2025 02/19/2025	PERFORMANCE PRINTING INC INVOICE INVOICE	29855 29736(B)	ENVELOPES, BURGLAR ALARM, PAWS AND CLAWS BUSINESS CARDS - STRECKER QM	713.09 57.21	
			Total:	770.30	
			Net of 2 Invoices / 0 Checks	770.30	
00345 02/19/2025	PETE LIEN & SONS INC. INVOICE	CD99266400	QUICKLIME FINES	6,956.23	
			Total:	6,956.23	
			Net of 1 Invoices / 0 Checks	6,956.23	
03258 02/19/2025	PETTY CASH INVOICE	2.05.2025	PETTY CASH	147.36	
			Total:	147.36	
			Net of 1 Invoices / 0 Checks	147.36	
00155 02/19/2025	PLATTE COUNTY INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	4,062.00	
			Total:	4,062.00	
			Net of 1 Invoices / 0 Checks	4,062.00	
01199 02/19/2025	POLICE OFFICERS' ASSOCIATION INVOICE	8136	2024 HANDBOOKS - QM	92.00	
			Total:	92.00	
			Net of 1 Invoices / 0 Checks	92.00	
02844 02/19/2025	PRECISION TREE SERVICE INVOICE	7	TOPPING COTTONWOOD, TRIM COTTONWOOD	1,700.00	
			Total:	1,700.00	
			Net of 1 Invoices / 0 Checks	1,700.00	
03261 02/19/2025 02/19/2025	PRESTOX INVOICE INVOICE	72205269 72205268	PEST CONTROL - 4630 HOWARD BLVD PEST CONTROL - 424 E 8TH ST	68.46 65.78	
			Total:	134.24	
			Net of 2 Invoices / 0 Checks	134.24	
10361 02/19/2025	QUADIENT FINANCE USA, INC. INVOICE	1.22.2025	POSTAGE	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10294 02/19/2025	QUICK MED CLAIMS INVOICE	INV40612	CLAIMS	5,218.22	
			Total:	5,218.22	
			Net of 1 Invoices / 0 Checks	5,218.22	
03263 02/19/2025	QUILL CORPORATION INVOICE	42479036	RECEIPT PAPER	76.48	
			Total:	76.48	
			Net of 1 Invoices / 0 Checks	76.48	
11291 02/19/2025 02/19/2025	R & S TRACK MAINTENANCE INC INVOICE INVOICE	348365 348366	REFUND - SALES TAX CHARGED IN ERROR REFUND - SALES TAX CHARGED IN ERROR	24.50 24.50	
			Total:	49.00	
			Net of 2 Invoices / 0 Checks	49.00	
03264 02/19/2025 02/19/2025	REARDON LAWN & GARDEN INC INVOICE INVOICE	14186 14145	OIL & FUEL FILTER, 1 QT VANGUARD 15W-50 OIL 1/8 GRINDING WHEEL	77.93 52.99	
			Total:	130.92	
			Net of 2 Invoices / 0 Checks	130.92	
00161 02/19/2025	REMBOLT LUDTKE LLP INVOICE	27017-000	LABOR & EMPLOYMENT ISSUES	5,843.50	
			Total:	5,843.50	
			Net of 1 Invoices / 0 Checks	5,843.50	
10265 02/19/2025	ROAD BUILDERS MACHINERY AND SUPPLY INVOICE	P11396	PARTS FOR WHEEL LOADER A39221	1,881.40	
			Total:	1,881.40	
			Net of 1 Invoices / 0 Checks	1,881.40	
10643 02/19/2025	RUTT'S HEATING & A/C INC INVOICE	13586	TU UNIT FOR RM 151 NOT BLOWING HOT AIR	1,983.68	
			Total:	1,983.68	
			Net of 1 Invoices / 0 Checks	1,983.68	
03270 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025 02/19/2025	SAPP BROS COLUMBUS INC INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	IN4634702 IN4639800 IN4644143 IN4648873 IN4651668 IN4656120 IN4661529 CP0122367 IN4634707 IN4648570 IN4645517	FUEL FUEL FUEL DIESEL EXHAUST FLUID FUEL DEF HAND PUMP FUEL FUEL FUEL FUEL FUEL FUEL	2,928.00 206.14 3,216.00 234.50 4,864.00 145.00 5,840.00 113.97 2,529.96 8,164.75 3,648.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	31,890.32	
			Net of 11 Invoices / 0 Checks	31,890.32	
03271 02/19/2025	SCHIEFFER SIGNS INC INVOICE	48900	SOCK POND SIGN	432.00	
			Total:	432.00	
			Net of 1 Invoices / 0 Checks	432.00	
10503 02/19/2025	SCHUYLER RUBBER CO INC. INVOICE	32517	2 - MODEL 911T BIAS 60"	2,878.33	
			Total:	2,878.33	
			Net of 1 Invoices / 0 Checks	2,878.33	
00156 02/19/2025	SEALOCK GREG INVOICE	2.04.2025	PRE-EMPLOYMENT POLYGRAPH	150.00	
02/19/2025	INVOICE	1.29.2025	PRE-EMPLOYMENT POLYGRAPH	300.00	
			Total:	450.00	
			Net of 2 Invoices / 0 Checks	450.00	
03275 02/19/2025	SECURITY EQUIPMENT INC INVOICE	912089	CENTRAL MAINTENANCE CAMERAS	4,157.00	
02/19/2025	INVOICE	912088	AIRPORT EXTERIOR CAMERA ADDITIONS	3,345.50	
02/19/2025	INVOICE	912305	BOOSTER STATION CAMARA UPGRADES	3,857.00	
02/19/2025	INVOICE	912306	CAMERA UPGRADES NORTH WATER PLANT	5,415.50	
			Total:	16,775.00	
			Net of 4 Invoices / 0 Checks	16,775.00	
00465 02/19/2025	SERVICEMASTER BY SHEVLIN INVOICE	11644	MONTHLY JANITORIAL SERVICES	2,559.00	
			Total:	2,559.00	
			Net of 1 Invoices / 0 Checks	2,559.00	
01090 02/19/2025	SHEVLIN SUPPLY INVOICE	8012	HAND SOAP	86.88	
02/19/2025	INVOICE	8011	HAND SOAP	86.88	
			Total:	173.76	
			Net of 2 Invoices / 0 Checks	173.76	
03277 02/19/2025	SIPPLE, HANSEN, EMERSON, INVOICE	1-00M JAN 25	LEGAL SERVICES	5,915.67	
			Total:	5,915.67	
			Net of 1 Invoices / 0 Checks	5,915.67	
11269 02/19/2025	SNAP-ON INDUSTRIAL INVOICE	ARV/63735322	23PC SOXRR MASTER FSET	719.48	
02/19/2025	INVOICE	ARV/63776840	3 PC ATECH SET, IMPACT WRENCH KIT, LNCK RAT	2,218.05	
02/19/2025	INVOICE	ARV/63775885	WORK BENCH	2,313.86	
02/19/2025	INVOICE	ARV/63795577	38PC SOEX MASTER FSET	1,547.75	
02/19/2025	INVOICE	ARV/63816464	NARROW DEEP DRAWER	110.37	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	6,909.51	
			Net of 5 Invoices / 0 Checks	6,909.51	
03280	STATE OF NEBR DEPT OF REVENUE				
02/19/2025	INVOICE	1312025GOLF	SALES TAX - JANUARY 2025 GOLF	1,836.70	
			Total:	1,836.70	
			Net of 1 Invoices / 0 Checks	1,836.70	
MISC	STEVE LLOYD RENTALS				
02/19/2025	INVOICE	02/07/2025	UB refund for account: 300-47960-00	14.47	
02/19/2025	INVOICE	02/07/2025	UB refund for account: 300-47080-09	1.33	
			Total:	15.80	
			Net of 2 Invoices / 0 Checks	15.80	
00105	SUPER SAVER				
02/19/2025	INVOICE	128272	GROCERIES	18.18	
02/19/2025	INVOICE	128338	MILK	6.16	
			Total:	24.34	
			Net of 2 Invoices / 0 Checks	24.34	
01216	SYMBOLARTS LLC				
02/19/2025	INVOICE	417439	SHOULDER PATCH	1,562.50	
			Total:	1,562.50	
			Net of 1 Invoices / 0 Checks	1,562.50	
00110	SYSCO LINCOLN				
02/19/2025	INVOICE	661125516	GROCERIES, TO GO LIDS	2,131.52	
02/19/2025	INVOICE	661137554	GROCERIES, 4OZ CUPS, COFFEE	1,996.22	
02/19/2025	INVOICE	661092166	GROCERIES	2,189.99	
02/19/2025	INVOICE	661081011	GROCERIES, COFFEE CUPS	2,108.40	
02/19/2025	INVOICE	661106654	POTATOES	26.25	
02/19/2025	INVOICE	661128543	CREDIT - MILK	(19.85)	
02/19/2025	INVOICE	661127920	CREDIT - DAMAGED ON TRUCK 3 BEAN SALAD	(41.55)	
			Total:	8,390.98	
			Net of 7 Invoices / 0 Checks	8,390.98	
10997	T-BONE PD LLC				
02/19/2025	INVOICE	10192	PROPANE	68.98	
			Total:	68.98	
			Net of 1 Invoices / 0 Checks	68.98	
10987	THE GOLF SHOP				
02/19/2025	INVOICE	19070	TRASH BAGS	645.98	
02/19/2025	INVOICE	331	MONTHLY TERMINAL USAGE FEE JANUARY 2025	327.92	
			Total:	973.90	
			Net of 2 Invoices / 0 Checks	973.90	
03128	TIRE OUTLET INC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2025	INVOICE	232754	TIRE	153.00	
02/19/2025	INVOICE	251426	TIRE	102.00	
02/19/2025	INVOICE	251292	2 - TIRE REPAIRS	80.00	
02/19/2025	INVOICE	250842	TIRE REPAIR	40.00	
02/19/2025	INVOICE	250812	3 - REPAIRS	60.00	
02/19/2025	INVOICE	251272	1 - REPAIR	35.00	
02/19/2025	INVOICE	250891	3 - REPAIRS, 4 - USED TRAILER TIRES	555.00	
02/19/2025	INVOICE	251236	TIRE	157.00	
02/19/2025	INVOICE	250810	4 - TIRES	1,504.00	
Total:				2,686.00	
Net of 9 Invoices / 0 Checks				2,686.00	
10589	TK ELEVATOR CORPORATION				
02/19/2025	INVOICE	1000669940	MAINTENANCE CONTRACT	256.76	
Total:				256.76	
Net of 1 Invoices / 0 Checks				256.76	
03283	TRACTOR SUPPLY CREDIT PLAN				
02/19/2025	INVOICE	376543	MAGNETIC ENGINE HEATER, EXTENSION CORD	139.98	
Total:				139.98	
Net of 1 Invoices / 0 Checks				139.98	
00550	TRUCK CENTER COMPANIES				
02/19/2025	INVOICE	RA101011538:01	SOLENOID CONTROL VALVE, BRAKE/FOUNDATION VII	974.34	
02/19/2025	INVOICE	XA111048219:01	SWITCH-POSITIVE CUT OFF	110.15	
02/19/2025	INVOICE	XA111049118:01	FILTER-POWER STEERING RESERVOIR	52.65	
02/19/2025	INVOICE	XA111049122:01	CREDIT - SWITCH-POSITIVE CUT OFF	(110.15)	
02/19/2025	INVOICE	XA111048969:01	HOSE AIR, PIPE COUPLING	78.74	
02/19/2025	INVOICE	XA111048972:01	CREDIT - HOSE AIR	(42.72)	
Total:				1,063.01	
Net of 6 Invoices / 0 Checks				1,063.01	
00032	UNITED STATES POST OFFICE				
02/19/2025	INVOICE	PO BOX 1677	PO BOX 1677 RENEWAL FEE FOR 2025	436.00	
Total:				436.00	
Net of 1 Invoices / 0 Checks				436.00	
10948	VAN DYKE CARROLL				
02/19/2025	INVOICE	02.01.2025	OPEN/CLOSE CEMETERY GATES	175.00	
Total:				175.00	
Net of 1 Invoices / 0 Checks				175.00	
02045	VAN WALL EQUIPMENT INC				
02/19/2025	INVOICE	6470269	2 - DAKOTA BRUSHES	11,870.00	
02/19/2025	INVOICE	6466908	REEL SERVICE	1,106.12	
Total:				12,976.12	
Net of 2 Invoices / 0 Checks				12,976.12	
11146	VANDENBERG ELE & COMMUNICATIONS LLC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/19/2025	INVOICE	8823	REPAIR BROKEN CONDUITS	642.10	
			Total:	642.10	
			Net of 1 Invoices / 0 Checks	642.10	
10961 02/19/2025	VERIZON INVOICE	342000063623	GPS UNITS	61.83	
			Total:	61.83	
			Net of 1 Invoices / 0 Checks	61.83	
03154 02/19/2025	WASTE CONNECTIONS OF NEBRASKA INVOICE	7191664T054	GARBAGE SERVICE	628.66	
			Total:	628.66	
			Net of 1 Invoices / 0 Checks	628.66	
			invoices and 0 checks for 144 vendors:	1,025,152.93	

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 02/19/2025 - 02/19/2025
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
109644	DUNBAR DOUGLAS	01/01/2025	02/19/2025	5,068.35	5,068.35	Open	N
109937	HAWKINS INC	01/27/2025	02/19/2025	5,372.51	5,372.51	Open	N
109949	GEHRING CONSTRUCTION &	01/31/2025	02/19/2025	6,583.50	6,583.50	Open	N
110036	SAPP BROS COLUMBUS INC	01/30/2025	02/19/2025	5,840.00	5,840.00	Open	N
110039	SAPP BROS COLUMBUS INC	01/17/2025	02/19/2025	8,164.75	8,164.75	Open	N
110064	JONES AUTOMOTIVE	01/22/2025	02/19/2025	9,054.34	9,054.34	Open	N
110136	GALLS LLC	01/24/2025	02/19/2025	5,552.91	5,552.91	Open	N
110234	LOUP POWER DISTRICT	02/03/2025	02/19/2025	6,420.48	6,420.48	Open	N
110235	LOUP POWER DISTRICT	02/03/2025	02/19/2025	5,126.40	5,126.40	Open	N
110245	LOUP POWER DISTRICT	02/03/2025	02/19/2025	6,968.60	6,968.60	Open	N
110340	SECURITY EQUIPMENT INC	02/05/2025	02/19/2025	5,415.50	5,415.50	Open	N
110345	DUNBAR DOUGLAS	02/01/2025	02/19/2025	7,234.86	7,234.86	Open	N
110485	AQUA-PURE INC	02/07/2025	02/19/2025	6,753.05	6,753.05	Open	N
110489	CASEY'S MAIL SERVICE LLC	02/07/2025	02/19/2025	5,357.24	5,357.24	Open	N
110490	LARM (LEAGUE ASSOCIATION OF	02/04/2025	02/19/2025	5,915.28	5,915.28	Open	N
110501	REMBOLT LUDTKE LLP	01/31/2025	02/19/2025	5,843.50	5,843.50	Open	N
110568	PETE LIEN & SONS INC.	02/07/2025	02/19/2025	6,956.23	6,956.23	Open	N
110621	SIPPLE, HANSEN, EMERSON,	02/06/2025	02/19/2025	5,915.67	5,915.67	Open	N
110639	QUICK MED CLAIMS	01/31/2025	02/19/2025	5,218.22	5,218.22	Open	N

# of Invoices:	19	# Due:	19	Totals:	118,761.39	118,761.39
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos: 118,761.39 118,761.39

--- TOTALS BY FUND ---

100 - GENERAL FUND	57,682.88	57,682.88
200 - STREETS/ENGINEERING	8,164.75	8,164.75
500 - UTILITY SERVICE	27,057.06	27,057.06
520 - WATER	20,016.70	20,016.70
570 - SOLID WASTE DIVISION	5,840.00	5,840.00

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	12,165.12	12,165.12
110 - POLICE	15,474.82	15,474.82
121 - RESCUE	10,771.13	10,771.13
130 - LIBRARY	6,968.60	6,968.60
155 - VAN BERG GOLF COURSE	2,387.56	2,387.56
156 - QUAIL RUN GOLF COURSE	9,915.65	9,915.65
200 - STREETS	8,164.75	8,164.75
500 - WASTEWATER COLLECTION	8,390.93	8,390.93
501 - WASTEWATER TREATMENT FAC	18,666.13	18,666.13
520 - WATER	20,016.70	20,016.70
570 - TRANSFER STATION	5,840.00	5,840.00

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NE PLANNING CONFERENCE - WHITING	177.70	
100-100-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	100.00	
100-100-53200	PROFESSIONAL SERVICES	REMBOLT LUDTKE LLP	LABOR & EMPLOYMENT ISSUES	5,843.50	
100-100-53200	PROFESSIONAL SERVICES	SIPPLE, HANSEN, EMERSON,	LEGAL SERVICES	5,915.67	
100-100-53200-CREAT	PROFESSIONAL SERVICES	FIRST NATIONAL BANK OMAHA	GOOGLE WORKSPACE BUSINESS STARTER	6.00	
100-100-53200-CREAT	PROFESSIONAL SERVICES	LOCABLE	COORDINATE PLAN - ANNUAL PREPAY	1,788.00	
100-100-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	GODADDY.COM - PREMIUM DNS RENEWAL	(174.12)	
100-100-54310	BUILDING MAINTENANCE	CULLIGAN OF COLUMBUS	SERVICE LABOR	696.25	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	65.29	
100-100-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	85.00	
100-100-55900	MISCELLANEOUS	NEBRASKA.GOV	RETURN #4721658 - HUSKER BAR	1,860.00	
100-100-55900	MISCELLANEOUS	R & S TRACK MAINTENANCE IN	REFUND - SALES TAX CHARGED IN ERROR	49.00	
100-100-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	1,565.51	
100-100-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - KEYCHAIN CARABINER CLIP	7.99	
100-100-56010	SUPPLIES	SHEVLIN SUPPLY	HAND SOAP	86.88	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	CUSTOM STAMP	121.14	
100-100-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - ID CARD BADGE HOLDER	200.37	
100-100-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL, WATER STATEMENTS	405.95	
100-100-56040	POSTAGE AND FREIGHT	QUADIENT FINANCE USA, INC.	POSTAGE	1,000.00	
100-100-56040	POSTAGE AND FREIGHT	UNITED STATES POST OFFICE	PO BOX 1677 RENEWAL FEE FOR 2025	436.00	
100-100-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,606.60	
100-100-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	113.07	
100-100-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	321.69	
100-100-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	161.48	
100-100-56250	REFUSE	PAPER TIGER SHREDDING	64 GALLON CONTAINER	35.00	
100-100-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	136.12	
100-100-56410	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	COLUMBUS TELEGRAM SUBSCRIPTION	24.99	
100-100-56620	EMERGENCY MANAGEMENT	BLACK HILLS ENERGY	NATURAL GAS	129.53	
100-100-56620	EMERGENCY MANAGEMENT	HEARTLAND NATURAL GAS LLC	NATURAL GAS	249.99	
100-100-56620	EMERGENCY MANAGEMENT	LOUP POWER DISTRICT	ELECTRICITY	364.44	
Total For Dept 100 GENERAL ADMINISTRATION				24,379.04	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-54310	BUILDING & GROUNDS MAINT	OLSON'S PEST TECHNICIANS	PEST CONTROL	55.00	
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	25.01	
100-102-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	118.97	
100-102-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	212.14	
100-102-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	121.85	
100-102-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	101.21	
100-102-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	19.07	
100-102-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	34.74	
Total For Dept 102 COLUMBUS AREA TRANSIT				687.99	
Dept 103 COLUMBUS SENIOR CENTER					
100-103-53400-III-B	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - WALL MOUNT PATCH PANEL	5.28	
100-103-53400-III-C	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - WALL MOUNT PATCH PANEL	5.28	
100-103-53400-III-E	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - WALL MOUNT PATCH PANEL	5.29	
100-103-54510-III-B	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE	MONTHLY LEASE PAYMENT	7,547.11	
100-103-54510-III-C	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE	MONTHLY LEASE PAYMENT	3,390.73	
100-103-55900	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	AMAZON - ENCLOSED BULLETIN BOARD, SERVI	541.79	
100-103-56010-III-B	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	33.25	
100-103-56010-III-B	SUPPLIES	MID-AMERICAN RESEARCH	FLOOR CLEANER, URINAL MAT, URINAL SCREE	250.00	
100-103-56010-III-B	SUPPLIES	SYSCO LINCOLN	GROCERIES, COFFEE CUPS	19.00	

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Fund 100 GENERAL FUND					
Dept 103 COLUMBUS SENIOR CENTER					
100-103-56010-III-C	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	33.25	
100-103-56010-III-C	SUPPLIES	EAKES OFFICE SOLUTIONS	NOTE PAD, ADHES NOTES, HDM LABELS, TAPE	126.00	
100-103-56010-III-C	SUPPLIES	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWELS, APRONS	25.70	
100-103-56010-III-C	SUPPLIES	MID-AMERICAN RESEARCH	FLOOR CLEANER, URINAL MAT, URINAL SCREE	250.00	
100-103-56010-III-C	SUPPLIES	SYSCO LINCOLN	GROCERIES, TO GO LIDS	87.59	
100-103-56020-III-B	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	NOTE PAD, ADHES NOTES, HDM LABELS, TAPE	32.61	
100-103-56020-III-C	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	NOTE PAD, ADHES NOTES, HDM LABELS, TAPE	32.61	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWELS, APRONS	28.64	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERIES	24.34	
100-103-56300-III-C	FOOD COSTS	SYSCO LINCOLN	GROCERIES, TO GO LIDS	8,244.73	
100-103-56400-III-B	PROGRAMS	SYSCO LINCOLN	GROCERIES, 4OZ CUPS, COFFEE	39.66	
100-103-56650-III-B	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	NI SOS NONPROFIT BIENNIAL REPORT	14.00	
100-103-56650-III-C	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	NI SOS NONPROFIT BIENNIAL REPORT	14.00	
Total For Dept 103 COLUMBUS SENIOR CENTER				20,750.86	
Dept 104 CITY ADMINISTRATOR					
100-104-56650	MEMBERSHIP DUES	CITY-COUNTY COMMUNICATIONS	INDIVIDUAL MEMBERSHIP-MATT LINDBERG	400.00	
Total For Dept 104 CITY ADMINISTRATOR				400.00	
Dept 105 FINANCE					
100-105-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	REFUND BLUEBEAM PAID TWICE	(260.00)	
100-105-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	39.40	
Total For Dept 105 FINANCE				(220.60)	
Dept 106 CITY CLERK					
100-106-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	LEAGUE OF NE MUNICIPALITIES CONFERENCE-	407.00	
100-106-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	74.85	
100-106-56650	MEMBERSHIP DUES	NORTHEAST NEBRASKA CLERKS	ASSOCIATIONS DUES 2025	20.00	
Total For Dept 106 CITY CLERK				501.85	
Dept 107 MAYOR/COUNCIL					
100-107-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	LEAGUE OF NE MUNICIPALITIES CONFERENCE-	1,357.00	
Total For Dept 107 MAYOR/COUNCIL				1,357.00	
Dept 108 HUMAN RESOURCES					
100-108-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	108.41	
100-108-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	14.69	
100-108-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	SHRM - PROFESSIONAL MEMBERSHIP	264.00	
Total For Dept 108 HUMAN RESOURCES				387.10	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	TRAINING BLAIR NE-MEALS & HOTEL	330.61	
100-110-52700	TRAINING AND TUITION	JOHN E. REID & ASSOCIATES	COREY SYLVESTER- 4 DAY THE REID TECHNIQ	850.00	
100-110-52700	TRAINING AND TUITION	PETTY CASH	PETTY CASH	30.89	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACKGROUND CHECKS	29.00	
100-110-52800	UNIFORMS	GALLS LLC	2 - ELITE DUTY BELTS	1,520.45	
100-110-52800	UNIFORMS	SYMBOLARTS LLC	SHOULDER PATCH	1,562.50	
100-110-52810	UNIFORMS-QUARTERMASTER	911 CUSTOM LLC	SURVIVAL ARMOR - KLEE QM	329.00	
100-110-52810	UNIFORMS-QUARTERMASTER	FIRST NATIONAL BANK OMAHA	AMAZON - RIFLE MAG POUCH, TACTICAL BACF	68.46	
100-110-52810	UNIFORMS-QUARTERMASTER	GUNSLINGERS LLC	22LR 40GR 50 CT - WOTIPKA QM	1,471.40	
100-110-52810	UNIFORMS-QUARTERMASTER	PERFORMANCE PRINTING INC	BUSINESS CARDS - STRECKER QM	57.21	
100-110-52810	UNIFORMS-QUARTERMASTER	POLICE OFFICERS' ASSOCIATI	2024 HANDBOOKS - QM	92.00	
100-110-53200	PROFESSIONAL SERVICES	COLUMBUS COMMUNITY HOSPIT	DEREK SLEGL	1,177.95	

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GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-53200	PROFESSIONAL SERVICES	CONNER PSYCHOLOGICAL SERV	WELLNESS CHECK	1,381.74	
100-110-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	116.25	
100-110-53200	PROFESSIONAL SERVICES	PLATTE COUNTY	COUNTY ATTORNEY SERVICES	4,062.00	
100-110-53200	PROFESSIONAL SERVICES	SEALOCK GREG	PRE-EMPLOYMENT POLYGRAPH	450.00	
100-110-54310	BUILDING MAINTENANCE	RUTT'S HEATING & A/C INC	TU UNIT FOR RM 151 NOT BLOWING HOT AIR	1,983.68	
100-110-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - REFRIGERATOR FILTER	49.98	
100-110-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	LOF - VIN #9326	2,139.69	
100-110-54330	VEHICLE MAINTENANCE	COLUMBUS TIRE & SERVICE	REPAIR TIRE	75.00	
100-110-54380	MAINTENANCE AGREEMENTS	DIGITAL-ALLY INC	EVO/FVHD SUBSCRIPTION	42,456.00	
100-110-54380	MAINTENANCE AGREEMENTS	OLSON'S PEST TECHNICIANS	PEST CONTROL	90.00	
100-110-54380	MAINTENANCE AGREEMENTS	TK ELEVATOR CORPORATION	MAINTENANCE CONTRACT	256.76	
100-110-54530	VEHICLE TOWING	BEHLEN TOWING LLC	TOWING	1,200.00	
100-110-54530	VEHICLE TOWING	MIKE'S TOWING	TOWING	2,175.00	
100-110-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	ENDORSEMENT #16	38.30	
100-110-55210	CLAIMS AND SETTLEMENTS	LARM (LEAGUE ASSOCIATION C	DEDUCTIBLE	1,000.00	
100-110-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	SWABTEK - CANNABIS TEST KIT	613.09	
100-110-56010	SUPPLIES	MENARDS	PAINT KIT, MR CLEAN, PAINT TRAY, FROG T	90.55	
100-110-56010	SUPPLIES	PETTY CASH	PETTY CASH	8.03	
100-110-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - AVERY BUSINESS CARDS	242.70	
100-110-56020	OFFICE SUPPLIES	PERFORMANCE PRINTING INC	ENVELOPES, BURGLAR ALARM, PAWS AND CLAW	713.09	
100-110-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICES	2,559.00	
100-110-56040	POSTAGE AND FREIGHT	PETTY CASH	PETTY CASH	73.00	
100-110-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	7,792.00	
100-110-56150	D.A.R.E. EXPENSE	FIRST NATIONAL BANK OMAHA	DRUNK BUSTERS - 12 PACK OF GOGGLES	502.97	
100-110-56160	G.R.E.A.T. EXPENSE	FIRST NATIONAL BANK OMAHA	DRUNK BUSTERS - 12 PACK OF GOGGLES	502.97	
100-110-56165	K9 PROGRAM	PETTY CASH	PETTY CASH	35.44	
100-110-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	312.74	
100-110-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	763.04	
100-110-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	6,636.56	
100-110-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	155.83	
100-110-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	264.40	
100-110-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	386.05	
100-110-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	44.00	
100-110-56650	MEMBERSHIP DUES	IALEFI	MEMBERSHIP DUES - JASON F ROMSHEK	60.00	
100-110-57520-21005	CAPITAL-VEHICLES	JONES AUTOMOTIVE	PREPAYMENT - 50% OF PARTS ON QUOTE 4539	3,018.11	
100-110-57520-21006	CAPITAL-VEHICLES	JONES AUTOMOTIVE	PREPAYMENT - 50% OF PARTS ON QUOTE 4539	3,018.11	
100-110-57520-21007	CAPITAL-VEHICLES	JONES AUTOMOTIVE	PREPAYMENT - 50% OF PARTS ON QUOTE 4539	3,018.12	
100-110-57520-21008	CAPITAL-VEHICLES	CLOCK TOWER AUTO MALL	2023 CHEVY EQUINOX	18,000.00	
Total For Dept 110 POLICE				113,803.67	
Dept 120 FIRE					
100-120-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NATL EMERGENCY TRAINING SIX DAY COURSE	152.56	
100-120-52700	TRAINING AND TUITION	MENARDS	FURRING STRIP	17.87	
100-120-52800	UNIFORMS	GALLS LLC	A SHIFT REPLACEMENTS	54.65	
100-120-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - DISPLAY CABLE, USB CABLE	48.72	
100-120-54310	BUILDING MAINTENANCE	MENARDS	AIR FILTERS	76.28	
100-120-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 4630 HOWARD BLVD	67.12	
100-120-54310	BUILDING MAINTENANCE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	63.94	
100-120-54320	EQUIPMENT MAINTENANCE	MACQUEEN EQUIPMENT	COMPRESSOR ANNUAL SERVICE	1,940.65	
100-120-54330	VEHICLE MAINTENANCE	GENE STEFFY FORD	LOF, CABIN FILTER, AIR FILTER VIN #6562	163.11	
100-120-54330	VEHICLE MAINTENANCE	GREGG YOUNG CHEVROLET GMC	REPLACE REAR SHOCKS - VIN #6492	1,805.54	
100-120-54410	HAZMAT MAINTENANCE	MOTOROLA SOLUTIONS INC.	REMOTE SPEAKER MIC	2,428.25	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 120 FIRE					
100-120-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - BUNN COFFEE BREWER	427.91	
100-120-56010	SUPPLIES	MENARDS	GLAV NIPPLE, HOSE CLAMP, CARABINER, US	52.55	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MOPS, MATS	98.04	
100-120-56050	FUEL	FIRST NATIONAL BANK OMAHA	GASMART	13.54	
100-120-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	217.04	
100-120-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	555.64	
100-120-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,776.95	
100-120-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,739.78	
100-120-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	164.43	
100-120-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	50.71	
100-120-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	49.43	
Total For Dept 120 FIRE				11,964.71	
Dept 121 RESCUE					
100-121-52700	TRAINING AND TUITION	CENTRAL COMMUNITY COLLEGE	BLS RENEWAL COURSE	19.00	
100-121-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NORTHEAST HAWK SHOP-CENGAGE UNLIMITED	449.97	
100-121-52800	UNIFORMS	GALLS LLC	A SHIFT REPLACEMENTS	54.64	
100-121-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR	678.00	
100-121-53200	PROFESSIONAL SERVICES	QUICK MED CLAIMS	CLAIMS	5,218.22	
100-121-54310	BUILDING MAINTENANCE	MENARDS	AIR FILTERS	76.28	
100-121-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 4630 HOWARD BLVD	67.12	
100-121-54310	BUILDING MAINTENANCE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE	63.94	
100-121-55930	REFUNDS	COLUMBUS CREDIT SERVICES	JANUARY COLLECTIONS	100.95	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	SOFT STRETCHER, CURAPLEX DART	1,292.18	
100-121-56010	SUPPLIES	COLUMBUS COMMUNITY HOSPITAL	PHARMACY - FIRE DEPARTMENT	1,270.98	
100-121-56010	SUPPLIES	MATHESON-LINWELD	MEDICAL OXYGEN	68.50	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MOPS, MATS	98.04	
100-121-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	103.07	
100-121-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	555.65	
100-121-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,776.93	
100-121-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,739.79	
100-121-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	164.41	
100-121-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	50.70	
100-121-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	49.43	
100-121-57510-25004	CAPITAL-EQUIPMENT	GALLS LLC	BALLISTICS	20,940.54	
Total For Dept 121 RESCUE				34,838.34	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	CENTRAL COMMUNITY COLLEGE	BLS RENEWAL COURSE	120.00	
100-125-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NATL EMERGENCY TRAINING SIX DAY COURSE	152.57	
100-125-52800	UNIFORMS	GALLS LLC	RESERVE UNIFORMS	676.93	
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				949.50	
Dept 130 LIBRARY					
100-130-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	AMERICAN LIBRARY ASSOCIATION - ALA STUI	46.00	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	245.00	
100-130-53400-PATRN	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	ADOBE CREATIVE CLOUD ALL APS	34.99	
100-130-53400-PCLAB	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - PENS, SHARPIE, LABEL TAPE, TON	227.98	
100-130-54320-PATRN	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	219.76	
100-130-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	AMAZON - INKJET BOND PAPER	108.89	
100-130-56010	SUPPLIES	PEDERSEN MELODEE	REIMBURSE ETSY FLORAL STEMS	148.86	
100-130-56010-BUILD	SUPPLIES	SHEVLIN SUPPLY	HAND SOAP	86.88	
100-130-56010-MTRLS	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - PENS, SHARPIE, LABEL TAPE, TON	47.46	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-56010-PATRN	SUPPLIES	QUILL CORPORATION	RECEIPT PAPER	76.48	
100-130-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - SPIRAL NOTEBOOKS	66.00	
100-130-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	6,968.60	
100-130-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	113.07	
100-130-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	155.47	
100-130-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE	136.13	
100-130-56400-ADULT	PROGRAMS	FIRST NATIONAL BANK OMAHA	HUMANITIES NEBRASKA SPEAKERS BUREAU FEE	113.99	
100-130-56400-ADULT	PROGRAMS	HY-VEE INC	24PK WATER	6.99	
100-130-56400-CHILD	PROGRAMS	CLOWNING AROUND	BALLOON ARTIST, FACE PAINT	505.00	
100-130-56400-CHILD	PROGRAMS	FIRST NATIONAL BANK OMAHA	HUMANITIES NEBRASKA SPEAKERS BUREAU FEE	597.21	
100-130-56400-CHILD	PROGRAMS	MENARDS	2 - 1"-4X8	39.98	
100-130-56400-CHSRP	PROGRAMS	FIRST NATIONAL BANK OMAHA	AMAZON - TOY STAMPS, BOOK, SHARPIE MARKERS	7.89	
100-130-56400-MAKRS	PROGRAMS	FIRST NATIONAL BANK OMAHA	AMAZON - MAKERSPACES: A PRACTICAL GUIDE	146.34	
100-130-56400-YASCH	PROGRAMS	FIRST NATIONAL BANK OMAHA	AMAZON - MINI DRONES, HOLLOW WOOD PIECE	130.74	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	CD'S	260.44	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	AMAZON - DVDS	276.55	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	GALE	MATERIALS	73.87	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, INC	CREDIT - RETURN	2,907.02	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DVD	14.99	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	AMAZON - DRAGON MOUNTAIN	244.42	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, INC	MATERIALS	258.47	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DIGITAL AUDIOBOOK, BINGEPASS, COMICS, ETC	661.13	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	AMAZON - THE KANE CHRONICLES	115.95	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, INC	MATERIALS	112.28	
Total For Dept 130 LIBRARY				15,154.83	
Dept 140 CEMETERY					
100-140-53520	CONTRACT SERVICES	VAN DYKE CARROLL	OPEN/CLOSE CEMETERY GATES	175.00	
100-140-54320	EQUIPMENT MAINTENANCE	AUTO ZONE STORE 6232	RX 2-IN-1	12.72	
100-140-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	429.02	
100-140-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	10.03	
Total For Dept 140 CEMETERY				626.77	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NE PLANNING CONFERENCE - WHITING	72.96	
100-145-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - HEADSET	(919.02)	
100-145-55930	REFUNDS	COLUMBUS CREDIT SERVICES	PRE-COLLECT NOTICES	91.39	
100-145-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	34.74	
Total For Dept 145 COMMUNITY DEVELOPMENT				(719.93)	
Dept 150 PARKS					
100-150-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NE PLANNING CONFERENCE - WHITING	72.96	
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERVICES	DRUG SCREENS	267.00	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	51.52	
100-150-53200	PROFESSIONAL SERVICES	FIRST NATIONAL BANK OMAHA	SURVEY MONKEY - PROFESSIONAL SUBSCRIPTION	468.00	
100-150-53200	PROFESSIONAL SERVICES	PRECISION TREE SERVICE	TOPPING COTTONWOOD, TRIM COTTONWOOD	1,700.00	
100-150-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	REFUND BLUEBEAM PAID TWICE	(156.00)	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CENTER	LOCK PR BELL	24.99	
100-150-54310	BUILDING MAINTENANCE	CULLIGAN OF COLUMBUS	EQUIPMENT - POU COOLER	45.00	
100-150-54310	BUILDING MAINTENANCE	ELECTRICAL ENGINEERING & SERVICE	CLEAR LED FILAMENT LAMPS	668.77	
100-150-54310	BUILDING MAINTENANCE	MENARDS	75W 2 BULB BALLAST, 2-WIRE LEVER-NUT	40.87	
100-150-54310	BUILDING MAINTENANCE	SCHIEFFER SIGNS INC	SOCK POND SIGN	432.00	
100-150-54310	BUILDING MAINTENANCE	VANDENBERG ELECTRIC & COMMUNICATIONS	REPAIR BROKEN CONDUITS	642.10	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 150 PARKS					
100-150-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	FUEL LINE	2.90	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	PM 5W30 SYN, OIL FILTER	35.75	
100-150-54320	EQUIPMENT MAINTENANCE	BSN SPORTS LLC	GRAND SLAM FENCE	1,834.99	
100-150-54320	EQUIPMENT MAINTENANCE	ELECTRICAL ENGINEERING &	20 - CLEAR LED FILAMENT LAMPS	1,166.00	
100-150-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - HYDRAULIC QUICK COUPLER	1,608.88	
100-150-54320	EQUIPMENT MAINTENANCE	NEBRASKA HARVESTORE SYSTEM	BULB, KIT FRONT LATCH, CAM-HYDRAULIC TP	224.85	
100-150-54330	VEHICLE MAINTENANCE	ACE HARDWARE & GARDEN CNT	DW FLP DISC	17.98	
100-150-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	5W-40 SYN, TRANSMISSION FILTER KIT, HYI	146.01	
100-150-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	TIRE	310.00	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	FIRST NATIONAL BANK OMAHA	BATTING CAGE NETS	6,959.64	
100-150-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	FACEBOOK - META ADS	98.88	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	FOAM BRUSH	24.97	
100-150-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	162.36	
100-150-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	296.93	
100-150-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	5,106.74	
100-150-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	204.75	
100-150-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	39.40	
100-150-56400	PROGRAMS	FIRST NATIONAL BANK OMAHA	ORIENTAL TRADING - VALENTINES DECORATIC	106.80	
100-150-57200-24030	CAPITAL-LAND & BUILDINGS	BIERMAN CONTRACTING INC.	CENTENNIAL PARK RR & CONCESSION	43,804.10	
100-150-57510-25009	CAPITAL-EQUIPMENT	MIDWEST TURF & IRRIGATION	GROUNDMASTER 4000-D	88,141.52	
Total For Dept 150 PARKS				154,550.66	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-54310	BUILDING MAINTENANCE	KELLY SUPPLY COMPANY	300FT CLEAN MASTER, GATES STEM, NIPPLE	41.06	
100-151-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	GASKET MAKER	24.58	
100-151-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	PLASTIC PIPE, BALL VALVE, COUP	586.13	
100-151-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	OIL & FUEL FILTER, 1 QT VANGUARD 15W-5C	77.93	
100-151-56030	CLEANING SUPPLIES/SERVICE	ACE HARDWARE & GARDEN CNT	OIL DRY, SHOP TOWELS	33.98	
100-151-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	90.86	
100-151-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,624.12	
100-151-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	97.72	
100-151-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	38.70	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				2,615.08	
Dept 152 AQUATIC CENTER POOL					
100-152-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	STARFISH AQUATICS SWIMMING - BASIC	69.00	
100-152-53200	PROFESSIONAL SERVICES	JACKSON SERVICES INC	MATS	44.15	
100-152-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	63.00	
100-152-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	842.79	
100-152-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	2,805.93	
100-152-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	3,509.16	
100-152-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	209.78	
100-152-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	101.41	
100-152-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	34.74	
Total For Dept 152 AQUATIC CENTER POOL				7,679.96	
Dept 155 VAN BERG GOLF COURSE					
100-155-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	15.70	
100-155-53510	COMMISSION ON LIQUOR	DUNBAR DOUGLAS	LIQUOR COMMISSIONS - JANUARY	185.42	
100-155-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	2,387.56	
100-155-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	46.42	
100-155-53540	COMMISSION ON PASSES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	347.68	
100-155-54310	BUILDING MAINTENANCE	MENARDS	PAINT, WATER PUTTY, ROLLER, HEAVY DUTY	620.16	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 155 VAN BERG GOLF COURSE					
100-155-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	TIRE	102.00	
100-155-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	33.89	
100-155-56010	SUPPLIES	MENARDS	2500 PSI MASTERFORCE EPW	381.93	
100-155-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	173.79	
100-155-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	408.56	
100-155-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,015.87	
100-155-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	35.36	
100-155-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	19.35	
100-155-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - JANUARY 2025 GOLF	236.16	
Total For Dept 155 VAN BERG GOLF COURSE				6,009.85	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	117.00	
100-156-53400	COMPUTER SUPPORT/MAINT	CLUB PROPHET SYSTEMS	MONTHLY TEE SHEET, ONLINE RESERVATIONS	517.00	
100-156-53400	COMPUTER SUPPORT/MAINT	GOLFNOW	WEBSITE/EMAIL HOSTING	196.96	
100-156-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	1,385.04	
100-156-53510	COMMISSION ON LIQUOR	DUNBAR DOUGLAS	LIQUOR COMMISSIONS - DECEMBER	5,107.14	
100-156-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	4,847.30	
100-156-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	104.17	
100-156-53540	COMMISSION ON PASSES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	1,970.19	
100-156-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	75.00	
100-156-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - 2 GOLF CART BATTERIES	2,199.98	
100-156-54320	EQUIPMENT MAINTENANCE	MIDWEST TURF & IRRIGATION	GRIND STONE STRAIGHT	664.62	
100-156-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	REEL SERVICE	1,106.12	
100-156-55920	MISC FEES	THE GOLF SHOP	MONTHLY TERMINAL USAGE FEE JANUARY 2025	327.92	
100-156-56010	SUPPLIES	JACKSON SERVICES INC	UNIFORMS	53.52	
100-156-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	2,529.96	
100-156-56110	PRO-SHOP SUPPLIES	THE GOLF SHOP	TRASH BAGS	645.98	
100-156-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	90.55	
100-156-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	110.31	
100-156-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,649.18	
100-156-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	124.84	
100-156-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	101.41	
100-156-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	38.70	
100-156-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - JANUARY 2025 GOLF	1,600.54	
100-156-57510-25013	CAPITAL-EQUIPMENT	VAN WALL EQUIPMENT INC	2 - DAKOTA BRUSHES	11,870.00	
Total For Dept 156 QUAIL RUN GOLF COURSE				37,433.43	
Total For Fund 100 GENERAL FUND				433,150.11	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52700	TRAINING AND TUITION	CORNHUSKER MARRIOTT HOTEL	RICHARD BOGUS	715.00	
200-200-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	RESTON INN - JUSTIN HENGGELER	1,229.15	
200-200-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	150.00	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	514.03	
200-200-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	REFUND BLUEBEAM PAID TWICE	(390.00)	
200-200-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	20.00	
200-200-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	2 - TIRE REPAIRS	80.00	
200-200-54330	VEHICLE MAINTENANCE	ALTEC INDUSTRIES INC	SINGLE HANDLE CONTROL ASSEMBLY VIN #515	3,320.97	
200-200-54330	VEHICLE MAINTENANCE	BG&S TRANSMISSIONS OF GRAM	INSTALL THERMAL BYPASS - VIN #5154	267.30	
200-200-54330	VEHICLE MAINTENANCE	OBRIST & CO INC	HAUL TRUCK TO BGS TRANSMISSION	385.00	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	WD-40	240.90	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-56010	SUPPLIES	ARNOLD MOTOR SUPPLY	HEATER HOSE, 3/4 ELBOW HOSE CONN	21.12	
200-200-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	OUTDOOR SOLAR OUTLET - SOLAR STREET LIC	263.95	
200-200-56010	SUPPLIES	GEHRING CONSTRUCTION &	JOINT TAR	6,583.50	
200-200-56010	SUPPLIES	O'REILLY AUTOMOTIVE INC	MOLY GREASE	53.52	
200-200-56010	SUPPLIES	REARDON LAWN & GARDEN INC	1/8 GRINDING WHEEL	52.99	
200-200-56010	SUPPLIES	SAPP BROS COLUMBUS INC	DIESEL EXHAUST FLUID	379.50	
200-200-56010	SUPPLIES	T-BONE PD LLC	PROPANE	68.98	
200-200-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	8,164.75	
200-200-56120	TRAFFIC SIGNS	NEWMAN SIGNS INC.	SIGNS	699.92	
200-200-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	480.30	
200-200-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,571.20	
200-200-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	ELECTRICITY	195.00	
200-200-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	31,214.68	
200-200-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	181.73	
200-200-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	58.03	
200-200-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	52.53	
200-200-57510-25023	CAPITAL-EQUIPMENT	FIRST NATIONAL BANK OMAHA	NORTHERN TOOL - PNEUMATIC SHOP PRESS	2,134.98	
200-200-57510-25023	CAPITAL-EQUIPMENT	ISLAND SUPPLY WELDING CO.	CART FOR REBEL	719.01	
200-200-57510-25023	CAPITAL-EQUIPMENT	SNAP-ON INDUSTRIAL	23PC SOXRR MASTER FSET	6,909.51	
Total For Dept 200 STREETS				66,337.55	
Dept 202 MECHANICS SHOP					
200-202-56010	SUPPLIES	BGNE INC	IN-FORCE, DIELECTRIC GREASE	82.42	
200-202-56010	SUPPLIES	LAWSON PRODUCTS	NYLON CABLE TIES	63.86	
200-202-56090	SMALL TOOLS	ARNOLD MOTOR SUPPLY	BRAKE SPRING TOOL	43.49	
200-202-56090	SMALL TOOLS	FIRST NATIONAL BANK OMAHA	AMAZON - FEMALE THREADED COUPLER	180.30	
200-202-56130	SUPPLIES FOR RESALE	ACE HARDWARE & GARDEN CNT	MINDOW & DOOR SEALANT	13.99	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	2 - 12V HVY DUTY BATTERIES	1,531.34	
200-202-56130	SUPPLIES FOR RESALE	FIRST NATIONAL BANK OMAHA	AMAZON - STARTER MOTOR REPLACEMENT	196.65	
200-202-56130	SUPPLIES FOR RESALE	MOTION INDUSTRIES INC	BANDED V-BELTS	83.55	
200-202-56130	SUPPLIES FOR RESALE	NAPA AUTO PARTS OF COLUMBU	REMAN ALTERNATOR	216.57	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	1QT P/S FLUID	587.56	
200-202-56130	SUPPLIES FOR RESALE	TRUCK CENTER COMPANIES	SWITCH-POSITIVE CUT OFF	52.65	
Total For Dept 202 MECHANICS SHOP				3,052.38	
Total For Fund 200 STREETS/ENGINEERING				69,389.93	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NEBRASKA AVIATION COUNCIL SYMPOSIUM	135.00	
205-205-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	FEB CLEANING SERVICE	260.00	
205-205-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,559.22	
205-205-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	26.78	
205-205-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	20.06	
205-205-56260	UTILITIES - FSS BUILDING	CITY OF COLUMBUS	WATER & SEWER	55.89	
205-205-56260	UTILITIES - FSS BUILDING	LOUP POWER DISTRICT	ELECTRICITY	823.68	
205-205-56260	UTILITIES - FSS BUILDING	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	44.00	
205-205-57200-23030	CAPITAL-LAND & BUILDINGS	KIRKHAM MICHAEL & ASSOCIA	CONSTRUCT 8-PLACE T-HANGAR	578.29	
205-205-57510-25028	CAPITAL-EQUIPMENT	SECURITY EQUIPMENT INC	AIRPORT EXTERIOR CAMERA ADDITIONS	3,345.50	
Total For Dept 205 AIRPORT				6,848.42	
Total For Fund 205 AIRPORT				6,848.42	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 206 DOWNTOWN BID					
Dept 206 DOWNTOWN BID					
206-206-53200	PROFESSIONAL SERVICES	FIRST NATIONAL BANK OMAHA	GOOGLE WORKSPACE BUSINESS STARTER	6.00	
Total For Dept 206 DOWNTOWN BID				6.00	
Total For Fund 206 DOWNTOWN BID				6.00	
Fund 211 1/2 CENT SALES TAX					
Dept 211 1/2 CENT SALES TAX					
211-211-59020	INTEREST AND FISCAL FEES	BOKF NA	CORPORATE TRUST ACCOUNT	220,568.75	
Total For Dept 211 1/2 CENT SALES TAX				220,568.75	
Total For Fund 211 1/2 CENT SALES TAX				220,568.75	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	CENTRAL COMMUNITY COLLEGE	HEARTSAVER	75.00	
220-220-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	APCO	662.00	
220-220-52700	TRAINING AND TUITION	MICEK GRIFFIN	MILEAGE - MENTAL HEALTH FIRST AID CLASS	23.80	
220-220-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREEN	735.00	
220-220-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR - JCC	616.00	
220-220-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	171.72	
220-220-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	HEADSETS DIRECT INC	537.19	
220-220-56010	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	33.00	
220-220-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	FEB CLEANING SERVICE	260.00	
220-220-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	823.68	
220-220-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	55.88	
220-220-56240	TELEPHONE	FRONTIER	E911 PHONE CHARGES 1/30/25 TO 2/28/25	458.72	
220-220-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	86.29	
220-220-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE	44.00	
220-220-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	APCO - GROUP MEMBERSHIP	1,012.00	
Total For Dept 220 E911				5,594.28	
Total For Fund 220 COMMUNICATIONS - E911				5,594.28	
Fund 500 UTILITY SERVICE					
Dept 000					
500-000-20100	SAM-42	STEVE LLOYD RENTALS	UB refund for account: 300-47960-00	6.88	
Total For Dept 000				6.88	
Dept 500 WASTEWATER COLLECTION					
500-500-52700	TRAINING AND TUITION	ABSALON ROBERT	MEALS - SNOWBALL CONFERENCE KEARNEY	46.26	
500-500-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NE PLANNING CONFERENCE - WHITING	109.43	
500-500-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	ROBERT ABSALON	499.80	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	279.34	
500-500-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - DISPLAY CABLE, USB CABLE	(201.52)	
500-500-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	20.00	
500-500-54320	EQUIPMENT MAINTENANCE	MUNICIPAL PIPE TOOL CO LLC	LATCH, SPRING, SPACER, SCREW, WASHER, C	375.60	
500-500-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	4 - TIRES	1,504.00	
500-500-54390	SYSTEM MAINTENANCE	O'REILLY AUTOMOTIVE INC	WASH BRUSH	20.00	
500-500-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	53.61	
500-500-55210	CLAIMS AND SETTLEMENTS	LARM (LEAGUE ASSOCIATION C	DEDUCTIBLE - SEWER BACK UP	5,915.28	
500-500-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	CARD, LASER 3X5	14.35	
500-500-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL, WATER STATEMENTS	2,475.65	
500-500-56040	POSTAGE AND FREIGHT	MAILBOX	REPAIR CENTER	52.78	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DISTRICT	ELECTRICITY	306.48	
500-500-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,496.70	
500-500-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	30.29	
500-500-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	67.50	
500-500-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	79.16	
500-500-56250	REFUSE	WASTE CONNECTIONS OF NEBRASKA	GARBAGE SERVICE	22.00	
500-500-57300-21081	CAPITAL-NEW CONSTRUCTION	HDR ENGINEERING INC	SANITARY SEWER HYDRAULIC MODEL CONVERSION	11,250.00	
Total For Dept 500 WASTEWATER COLLECTION				25,416.71	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERVICES INC	DRUG SCREENS	150.00	
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	192.20	
500-501-54320	EQUIPMENT MAINTENANCE	MENARDS	SPLASH -35, SPRAY PAINT	16.95	
500-501-54330	VEHICLE MAINTENANCE	MENARDS	DIESEL CONDITIONER, SEAFOAM, VALVE CAPS	42.74	
500-501-55640	COMPLIANCE TESTING	MIDWEST LABORATORIES INC	WATER TESTING & SUPPLIES	109.17	
500-501-55640	COMPLIANCE TESTING	PACE ANALYTICAL SERVICES INC	WATER TESTING	1,241.90	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	28.50	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	6,956.23	
500-501-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	2,079.03	
500-501-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	6,807.55	
500-501-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	17,724.48	
500-501-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	1,783.65	
500-501-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	108.41	
500-501-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	24.72	
500-501-57200-25044	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION & CONTRACTORS	JOINT TAR	6,583.50	
Total For Dept 501 WASTEWATER TREATMENT FAC				43,849.03	
Total For Fund 500 UTILITY SERVICE				69,272.62	
Fund 520 WATER					
Dept 000					
520-000-20100	SWX-1	STEVE LLOYD RENTALS	UB refund for account: 300-47960-00	5.09	
Total For Dept 000				5.09	
Dept 520 WATER					
520-520-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NE PLANNING CONFERENCE - WHITING	109.43	
520-520-52700	TRAINING AND TUITION	GERNSTEIN KRIS	MEALS	46.26	
520-520-52700	TRAINING AND TUITION	HOLIDAY INN OF KEARNEY	CADE BEHLEN	249.90	
520-520-52700	TRAINING AND TUITION	NDEE	WWTF OPERATION CERTIFICATION ROBERT ABRAHAM	150.00	
520-520-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERVICES INC	DRUG SCREENS	75.00	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	151.42	
520-520-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - COMPUTER/LAPTOP FAX MODEM	(142.34)	
520-520-53400	COMPUTER SUPPORT/MAINT	SECURITY EQUIPMENT INC	CENTRAL MAINTENANCE CAMERAS	1,137.15	
520-520-54310	BUILDING MAINTENANCE	MENARDS	6 - 48" T12 60W 4200K	40.68	
520-520-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	20.00	
520-520-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	MALE ADAPTER, DUST CAP, CPVC UNION	99.97	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CENTER	SPADE, SPRAY PAINT, TAPE	63.82	
520-520-54390	SYSTEM MAINTENANCE	BLAZER MANUFACTURING CO INC	TUBING	90.00	
520-520-54390	SYSTEM MAINTENANCE	GEHRING CONSTRUCTION & CONTRACTORS	2736 25TH STREET	416.00	
520-520-54390	SYSTEM MAINTENANCE	LINCOLN WINWATER WORKS	CURB BOX LID	397.07	
520-520-54390	SYSTEM MAINTENANCE	O'REILLY AUTOMOTIVE INC	WASH BRUSH	19.99	
520-520-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	53.61	
520-520-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	CARD, LASER 3X5	14.35	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 520 WATER					
Dept 520 WATER					
520-520-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - TONER CARTRIDGES	1,943.63	
520-520-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	DAILY MAIL, WATER STATEMENTS	2,475.64	
520-520-56040	POSTAGE AND FREIGHT	MAILBOX	NEBRASKA PUBLIC HEALTH	55.78	
520-520-56060	CHEMICALS	AQUA-PURE INC	MONTHLY SERVICE CONTRACT - SOUTH & NORI	6,753.05	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	5,372.51	
520-520-56090	SMALL TOOLS	ACE HARDWARE & GARDEN CNT	SPADE, SPRAY PAINT, TAPE	42.99	
520-520-56130	SUPPLIES FOR RESALE	CORE & MAIN LP	DROP IN METER GASKET	1,787.30	
520-520-56135	AMR RADIO EXPENSE	CORE & MAIN LP	4 - OMNI+ 1-1/2 R2 100CF	2,804.00	
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	1,127.01	
520-520-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	673.37	
520-520-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	14,953.07	
520-520-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	157.61	
520-520-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	67.50	
520-520-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	189.17	
520-520-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	83.82	
520-520-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	22.00	
520-520-57510-25059	CAPITAL-EQUIPMENT	SECURITY EQUIPMENT INC	BOOSTER STATION CAMARA UPGRADES	9,042.35	
520-520-57510-25061	CAPITAL-EQUIPMENT	SECURITY EQUIPMENT INC	CENTRAL MAINTENANCE CAMERAS	3,250.00	
Total For Dept 520 WATER				53,793.11	
Total For Fund 520 WATER				53,798.20	
Fund 560 STORMWATER UTILITY					
Dept 000					
560-000-20100	SXF-1	STEVE LLOYD RENTALS	UB refund for account: 300-47960-00	2.43	
Total For Dept 000				2.43	
Dept 560 STORMWATER UTILITY					
560-560-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NE PLANNING CONFERENCE - WHITING	72.96	
560-560-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	REFUND BLUEBEAM PAID TWICE	(156.00)	
560-560-53400	COMPUTER SUPPORT/MAINT	VERIZON	GPS UNITS	61.83	
560-560-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - SCREEN PROTECTOR	23.97	
560-560-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	WIPER BLADES	28.66	
Total For Dept 560 STORMWATER UTILITY				31.42	
Total For Fund 560 STORMWATER UTILITY				33.85	
Fund 570 SOLID WASTE DIVISION					
Dept 000					
570-000-20100	SWD-1	STEVE LLOYD RENTALS	UB refund for account: 300-47960-00	1.40	
Total For Dept 000				1.40	
Dept 570 TRANSFER STATION					
570-570-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	150.00	
570-570-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	212.87	
570-570-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	55.00	
570-570-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - DISPLAY CABLE, USB CABLE	32.48	
570-570-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	HARBOR FREIGHT TOOLS - 13 HP HORIZONTAL	430.07	
570-570-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	SUPER BLUE RIBBON V-BELT	26.20	
570-570-54320	EQUIPMENT MAINTENANCE	ROAD BUILDERS MACHINERY AN	PARTS FOR WHEEL LOADER A39221	1,881.40	
570-570-54320	EQUIPMENT MAINTENANCE	SCHUYLER RUBBER CO INC.	2 - MODEL 911T BIAS 60"	2,878.33	
570-570-54320	EQUIPMENT MAINTENANCE	TRACTOR SUPPLY CREDIT PLAN	MAGNETIC ENGINE HEATER, EXTENSION CORD	139.98	
570-570-54330	VEHICLE MAINTENANCE	GAVER TIRE & AUTO CENTER	REPAIR, USED TIRES	1,134.87	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-54330	VEHICLE MAINTENANCE	MENARDS	DIESEL CONDITIONER, 64OZ DIESEL 911	173.86	
570-570-54330	VEHICLE MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	BUTT CONNECTOR	41.48	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	TIRE REPAIR	690.00	
570-570-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	SOLENOID CONTROL VALVE, BRAKE/FOUNDATIC	1,010.36	
570-570-54550	LANDFILL DISPOSAL	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	62,492.31	
570-570-55900	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	COURT CITATION PAYMENT NEBRASKA.GOV	151.95	
570-570-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	NIPPLE GALV, RED COUPLING	4.78	
570-570-56010	SUPPLIES	MENARDS	BOUNTY, ANGEL SOFT	19.55	
570-570-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	12,704.00	
570-570-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,743.36	
570-570-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	408.93	
570-570-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET CHARGES 02/16 - 03/15	29.38	
570-570-59020	INTEREST AND FISCAL FEES	BOKF NA	CORPORATE TRUST ACCOUNT	3,020.00	
Total For Dept 570 TRANSFER STATION				89,431.16	
Total For Fund 570 SOLID WASTE DIVISION				89,432.56	
Fund 999 PAYROLL CLEARING					
Dept 000					
999-000-21510	HEALTH ACCOUNT PAYABLE	AUXIANT	HEALTH FUNDING	74,125.05	
999-000-21530	FLEXIBLE SPEND PAYABLE	AUXIANT	FLEX FUNDING	2,933.16	
Total For Dept 000				77,058.21	
Total For Fund 999 PAYROLL CLEARING				77,058.21	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
EXP CHECK RUN DATES 02/19/2025 - 02/19/2025
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

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

Fund 100 GENERAL FUND	433,150.11
Fund 200 STREETS/ENGINEE	69,389.93
Fund 205 AIRPORT	6,848.42
Fund 206 DOWNTOWN BID	6.00
Fund 211 1/2 CENT SALES	220,568.75
Fund 220 COMMUNICATIONS	5,594.28
Fund 500 UTILITY SERVICE	69,272.62
Fund 520 WATER	53,798.20
Fund 560 STORMWATER UTIL	33.85
Fund 570 SOLID WASTE DIV	89,432.56
Fund 999 PAYROLL CLEARIN	77,058.21

Total For All Funds:	<u>1,025,152.93</u>
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5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS - None

7. PUBLIC HEARINGS

7.A. Application from Anthony Edward Kresha dba Traditions Inn for retail Class C liquor license located at 2905 14 Street and Anthony Kresha as manager.

NOTICE OF HEARING

You are hereby notified that a public hearing before the mayor and council of the City of Columbus, NE, will be held on Tuesday, February 18, 2025, 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 Anthony Edward Kresha dba Traditions Inn, 2905 14 Street, Columbus, NE, and at said time and place you may appear and be heard.

City of Columbus
Shuraya Choat, City Clerk

Publish 02:06:25
Affidavit of Publication



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 30, 2025

SUBJECT: TRADITIONS INN
2905 14TH STREET
COLUMBUS, NEBRASKA

LIQUOR MANAGER: ANTHONY KRESHA

Traditions Inn is a restaurant/bar that plans to operate 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 seems to be no traffic or parking problems. There is adequate parking in their parking lot and the street.

- 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 nine liquor licenses in the near vicinity of this location. One is at Duster's Restaurant/Gottberg Brew Pub which is 0.1 miles away or a 3 minute walk, one is El Tapatio Restaurant which is 0.2 miles away or a 4 minute walk, one is Cork and Barrel which is 0.2 miles away or a 4 minute walk, one is The Friedhof Room at Schweser's which is 0.2 miles away or a 5 minute walk, one is Oasis Bar which is 0.2 miles away or a 5 minute walk, one is King Bar which is 0.3 miles away or a 7 minute walk, one is Micek's Shangrila which is 0.4 miles away or an 8 minute walk, one is Barrel House which is 0.4 miles away or a 9 minute walk, and there is also Eagle's Club which is 0.3 miles away or an 6 minute walk.

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

The proposed license is compatible with this area.

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

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

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

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

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

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

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

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

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

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

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

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

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

There is no evidence of discrimination involving the applicant.

- Q. Whether the applicant or the applicant's representatives suppressed any fact or provided any inaccurate information to the commission or local 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.

LIQUOR APPLICATION REPORTS
ENGINEER'S REPORT

DATE: January 27, 2025

DUE DATE: February 2, 2025

Applicant

Anthony Edwards Kresha dba Traditions Inn

Address

2905 14th Street, Columbus, NE 68601

Legal Description

Lot 1: and the East 6 feet 9 inches of Lot 2; and the West 59 feet 3 inches of Lot 2; all in Block 55, Original City of Columbus, Platte County, Nebraska

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

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

Requested License or Action: Class C

Existing Zoning: B-2

Existing Land Use: Commercial

Adjacent Land Use and Zoning:

North: B-2

South: B-1

East: B-1

West: B-2

General Neighborhood/Area Land Uses: Commercial

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

14th Street - Collector

Speed Limit: 30 mph

Average Daily Traffic Count: 14th Street, 2,505 (2021 AADT Count)



Richard J. Bogus, P.E.
City Engineer



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 71035

LICENSE TYPE Class C Beer, Wine Spirits On and Off Sale	APPLICATION DATE RECEIVED 2025-01-16
SECONDARY LICENSE(S) None selected	
LICENSEE Anthony Edward Kresha	LICENSEE TYPE Individual
BIRTHDATE 1961-08-08	GENDER Male
SPOUSE	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 910-1666	ALTERNATE PHONE (402) 563-3333
FAX	EMAIL tonykresha@msn.com
CORRESPONDENCE ADDRESS 36 Clear Lake Columbus, NE 68601	
MAILING ADDRESS	
PHYSICAL ADDRESS 2905 14th Street Columbus, NE 68601	

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Restaurant with Bar

PREMISES NAME

Traditions Inn

OPERATOR

Anthony Kresha

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Own

PHYSICAL ADDRESS

2905 14th St, Columbus, Nebraska, 68601

MAILING ADDRESS

2905 14th St, Columbus, Nebraska, 68601

CONTACT NAME

Anthony Kresha

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 910-1666

ALTERNATE PHONE

(402) 276-0722

FAX

EMAIL

tonykresha@msn.com

PREMISES MANAGER

Anthony Kresha

PREMISES MANAGER EMAIL

tonykresha@msn.com

QUESTIONS

Class C Beer, Wine Spirits On an

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 is applying, please list charges by each individual's name. Exclude minor traffic violations such as speeding. Include Driving Under the Influence, Driving Under Suspension & other similar charges. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

L31, W42'

3. Is there an outdoor area?

*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

Yes

W60, L30

4. Will a basement be used for alcoholic storage or sale?

No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

1 floor

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

No

7. Is premises to be licensed within 300 feet of a college campus or university?

No

8. Are you acquiring any alcohol prior to obtaining this liquor license?

No

9. What date do you intend to open for business?

Spring, 2025

10 What are the anticipated hours of operation?

Thursday, Friday, Saturday 10 am to 2pm & 5pm to 11pm

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

No

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

Yes

Kathie J. Kresha, spouse

13 Is anyone listed on this application a law enforcement officer?

No

14 List the primary bank and/or financial institution to be utilized by the business.

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

Pinnacle Bank of Columbus

Anthony E or Kathie J Kresha

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

No

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

No

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

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

None

20 Has the premises location been previously licensed within the last 2 years?

No

21 Are you applying for a Temporary Operating Permit?

No

22 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Anthony Kresha

23 What is the manager's address?

36 Clear Lake
Columbus, NE 68601

24 What is the manager's phone number?

4029101666

25 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Butler County

26 What is the manager's email address? An email will be sent to them to obtain their personal information.

tonykresha@msn.com

27 Is the manager married?

Yes

Kathie Kresha

kathiekresha@gmail.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Business Plan	Traditions Inn Liquor License Business Plan - 1-2025.pdf	Business Plan
Premises Description & Diagram	Traditions Inn Site Sketch for Liquor License 1-2025.pdf	Traditions Inn site sketch
Lease / Deed / Purchase Agreement	Traditions Inn Deed to Anthony Kresha 12-2024.pdf	Traditions Inn Deed - Anthony & Kathie Kresha
Privacy Act Statement	Traditions Inn - Privacy Statement Kresha 1-15-2025.pdf	Privacy Act Statement - Anthony Kresha

APPLICANT

Anthony Kresha

DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

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



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Additional Information Requested

File Number: 71035

LICENSE TYPE	ADDITIONAL INFORMATION DATE RECEIVED
Class C Beer, Wine Spirits On and Off Sale	2025-01-19
SECONDARY LICENSE(S)	
None selected	
LICENSEE	LICENSEE TYPE
Anthony Edward Kresha	Individual
BIRTHDATE	GENDER
1961-08-08	Male
SPOUSE	PREFERRED CONTACT METHOD
	Email
CONTACT PHONE	ALTERNATE PHONE
(402) 910-1666	(402) 563-3333
FAX	EMAIL
	tonykresha@msn.com
CORRESPONDENCE ADDRESS	
36 Clear Lake Columbus, NE 68601	
MAILING ADDRESS	

PHYSICAL ADDRESS

2905 14th Street
Columbus, NE 68601

ADDITIONAL INFORMATION REQUESTED

1) The building and outdoor area dimensions that you gave do not match the premises diagrams, which should be used?

2) For your wife we will need either her fingerprints and privacy act statement or, if she has absolutely nothing to do with the business, we need the affidavit of non-participation.

3) All fingerprint cards need to be mailed to us at:

Nebraska Liquor Control Commission
301 Centennial Mall South - 1st floor
PO Box 95046
Lincoln, NE 68509-5046

This is a one-time use link so please upload the document and write your answers to the question in the comment box before submitting.

Thank you,
Corrinne Andersen - Licensing - (402) 471-2896 -
corrinne.andersen@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Additional Document	Anthony Kresha Passport.jpg	Anthony Kresha Passport
Additional Document	Finger Print Card - Kathie Kresha.pdf	Kathie Kresha Finger Print Card

Additional Document	Kathie Kresha - Birth Certificate.jpg	Kathie Kresha Birth Certificate
Additional Document	Kathie Kresha Passport.jpg	Kathie Kresha Passport
Privacy Act Statement	Privacy Act Statement - Kathie Kresha.pdf	Kathie Kresha Privacy Act Statement
Premises Description & Diagram	Traditions Inn - Property sketch 1-19-25.pdf	Traditions Inn site drawing simplified
Additional Document	Anthony Kresha Passport.jpg	Anthony Kresha Passport
Additional Document	Finger Print Card - Kathie Kresha.pdf	Kathie Kresha Finger Print Card
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	Certificate.jpg	
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Premises Description & Diagram	Traditions Inn - Property sketch 1-19-25.pdf	Traditions Inn site drawing simplified

APPLICANT

Anthony Kresha

Business Plan for Traditions Inn: Night Beverage Service

1. Business Overview: Traditions Inn will enhance its guest experience by offering a curated selection of wine, beer, and mixed drinks on Thursday, Friday, and Saturday nights until 11 pm. This service aims to create a social, relaxed atmosphere, increasing guest satisfaction and potential revenue.

2. Market Analysis:

- **Target Audience:** Patrons of Traditions Inn, local residents and tourists.
- **Market Trends:** Increased preference for craft beers, Nebraska and imported wines, and unique, handcrafted cocktails.

3. Marketing Strategy:

- **Promotion:** Utilize social media, the inn's website, and newsletter to promote the new drink service.
- **Specials and Events:** Themed nights, patio bar, and live music to attract guests, as well as private events.

4. Offering:

- **Wine:** Select a diverse collection of red, white, and sparkling wines, focusing on quality and local vineyards and Italian imports.
- **Beer:** Offer a range of craft beers, including local brews, mainstays, and seasonal options.
- **Mixed Drinks:** Craft a menu of classic and signature cocktails using premium spirits and fresh ingredients.
- **Appetizers:** Offer Charcuterie boards and possible restaurant faire.

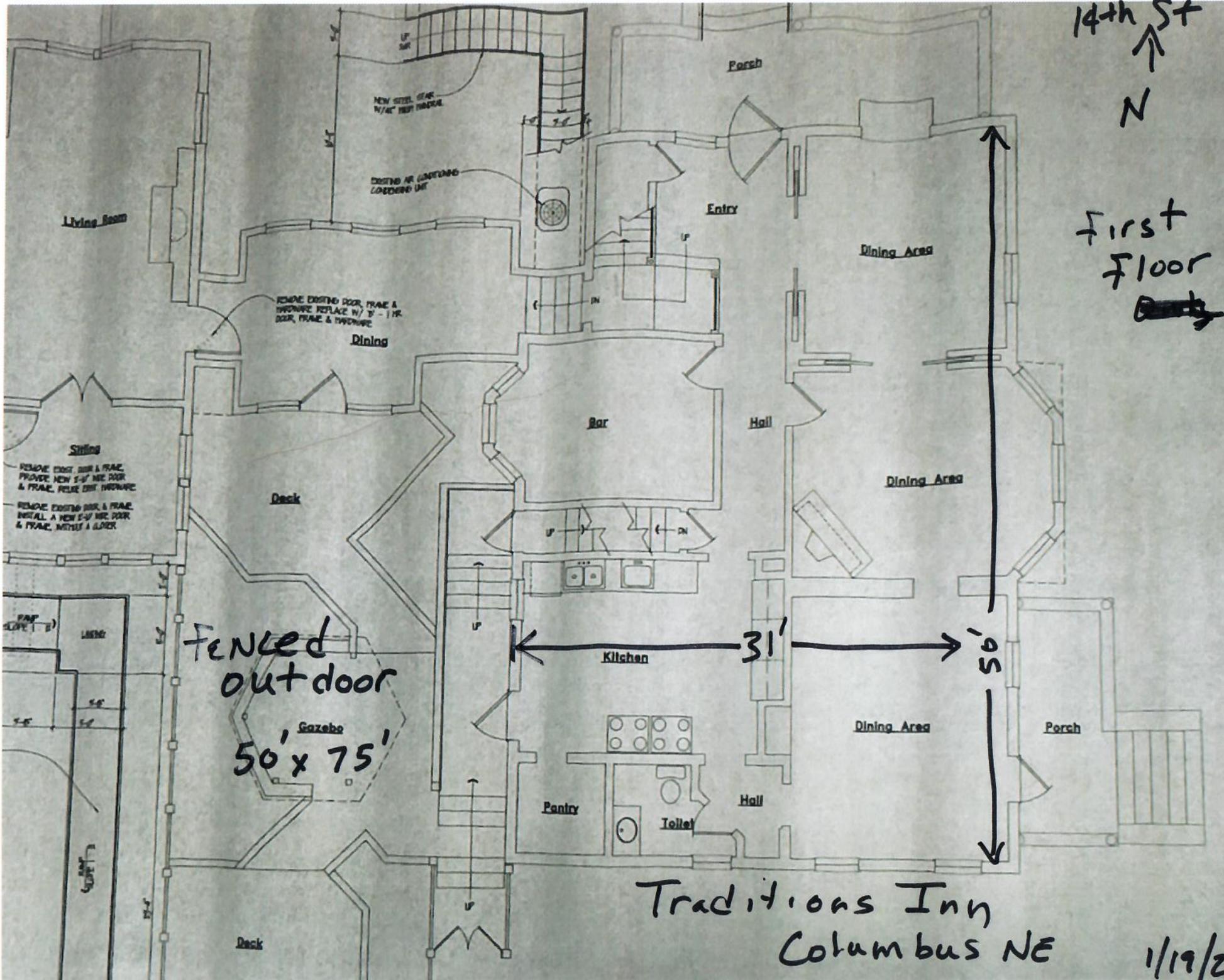
5. Operations:

- **Hours of Service:** Thursday, Friday, and Saturday from 6 pm to 11 pm.
- **Staffing:** Hire experienced bartenders and wait staff; provide training on drink menu and customer service.
- **Supplies:** Source quality alcohol, mixers, glasses, and bar equipment. Ensure regular inventory checks and restocking.
- **Break-even Analysis:** Calculate the point at which revenue will cover costs to ensure profitability.

7. Compliance:

- **Licensing:** Ensure all necessary permits and licenses are obtained for serving alcohol.
- **Health & Safety:** Maintain high standards of cleanliness and hygiene; staff should be trained in responsible alcohol service.

By focusing on quality beverages, exceptional service, and creating a vibrant atmosphere, Traditions Inn hopes to become a preferred destination for evening relaxation and enjoyment.

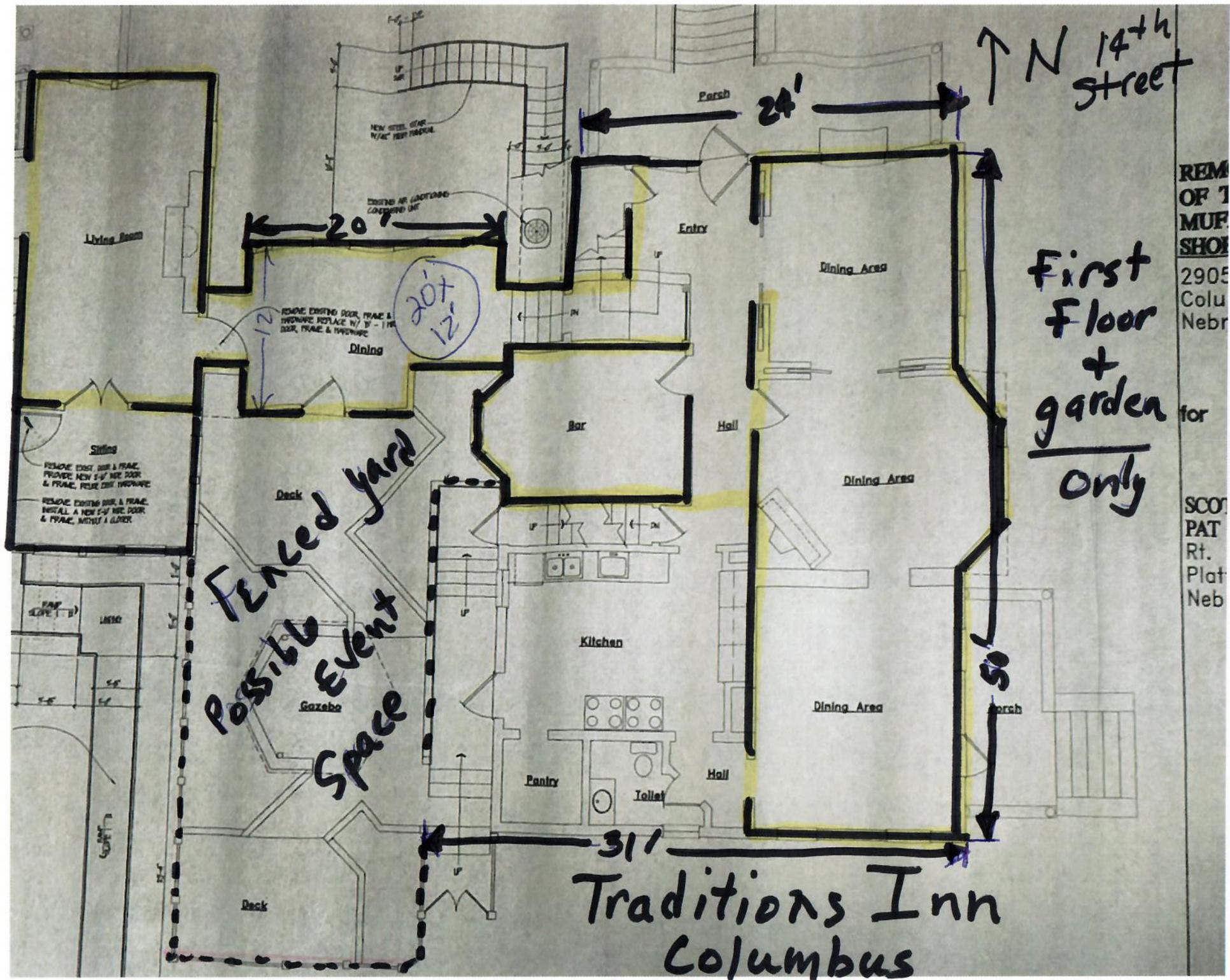


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Traditions Inn
Columbus NE
1/19/25



REMOVAL OF THE MURPHY SHOW

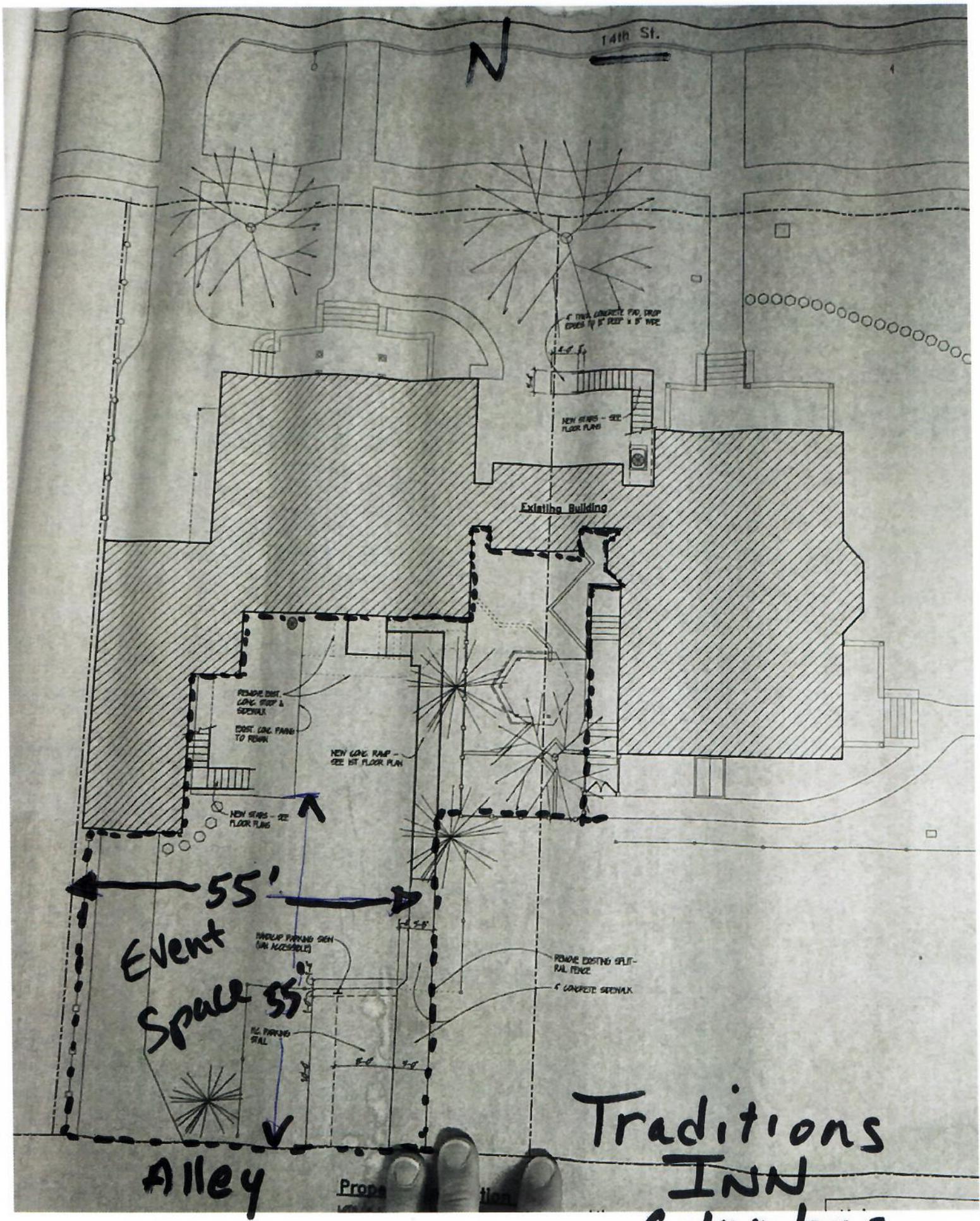
2905 Columbus Nebraska

for

SCOTT PAT Rt. Plat Neb

First Floor + garden only

Traditions Inn Columbus



14th St.



Existing Building

Event Space 55'

Alley

Traditions
INN
Columbus

REMOVE EXIST. CONC. STAIR & SIDEWALK

EXIST. CONC. PAV. TO REMAIN

NEW STAIRS - SEE FLOOR PLAN

NEW CONC. RAMP - SEE HIT FLOOR PLAN

4" THICK CONCRETE PAD DROP EDGES BY 1/2" DEEP x 1/2" WIDE

NEW STAIRS - SEE FLOOR PLAN

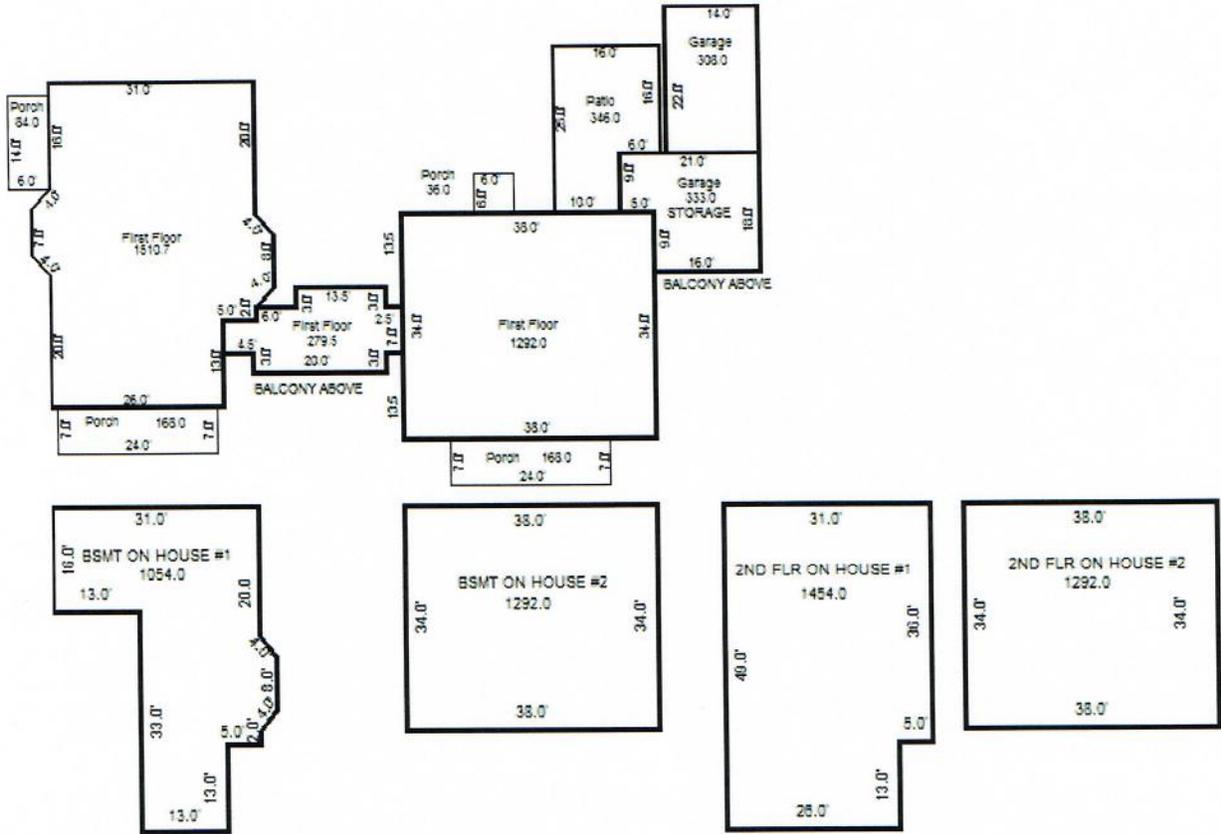
REMOVE PARKING SIGN (SEE ACCESSIBLE)

1/2" CONC. SIDEWALK

REMOVE EXISTING SPLIT-RAIL FENCE

4" CONCRETE SIDEWALK

Proposed



Sketch by Apex IV™



7.B. Public hearing - Redevelopment Plan for the Crekitt LLC Redevelopment Project approximately located at 1856 33 Avenue. (Planning Commission recommends approval.)

NOTICE OF HEARING

Notice is hereby given that a public hearing before the Mayor and City Council of the City of Columbus, Nebraska, will be held on Tuesday, February 18, 2025, at 6 P.M., in the Columbus Community Building, Community Room, 2500 14th St., Columbus, NE 68601, to consider and possibly take action on a redevelopment plan entitled: "Redevelopment Plan for the Crekitt, LLC Redevelopment Project," for redevelopment pursuant to the Community Development Law, Nebraska Revised Statutes, sections 18-2101, et seq., within a portion of the blighted and substandard community redevelopment area of the City, located at 1856 33rd Avenue, in Columbus, Nebraska. A map of the proposed area to be redeveloped and the cost-benefit analysis for the redevelopment project set forth in the redevelopment plan is available for review at the office of the City Clerk at 2500 14th St., Suite 3, Columbus, NE 68601, telephone number 402-562-4224. At said time and place, all interested parties may appear and be heard.

City of Columbus, Nebraska
Shuraya Choat, City Clerk

Publish: 1:30:25; 2:6:25
Affidavit of Publication



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

memorandum

DATE: February 5, 2025
TO: Tara Vasicek, City Administrator
FROM: Jean Van Iperen, Planning & Economic Development Coordinator
RE: Redevelopment Plan for Crekitt, LLC Redevelopment Project

RECOMMENDATION:

Approval of the Redevelopment Plan for the Crekitt, LLC Redevelopment Project

DISCUSSION:

The redevelopment plan proposes a project at 1856 33rd Ave, situated northwest of the intersection of 33rd Avenue and 18th Street. This project involves the renovation and repurposing of the vacant building for new commercial use. The primary tenant will be a ServiceMaster franchise, with an additional smaller space available for another commercial tenant.

To ready the area for its intended use, necessary upgrades and improvements will be made to internal paving, sewer, water, storm sewer, electrical service, public sidewalks, and related infrastructure. Additionally, the project will include asbestos abatement, interior demolition, landscaping, and interior renovations.

The total estimated costs of the Redevelopment Project is \$1,082,000. The full list of estimated TIF eligible expenses is detailed in Exhibit E. The projected principal amount of this TIF bond will be \$197,000.

The redeveloper, City and legal counsel have ensured the plan is in conformance with the City's comprehensive plan.

It has been determined the cost-benefit analysis prepared in conjunction with the Plan and attached as Exhibit E sets forth the factors required under section 18-2174 of the Nebraska Revised Statutes and supports the City's adoption and approval of the Plan.

As the plan states, the impacts and opportunities related to the Redevelopment Project conform to the objectives and guidance stated in the Comprehensive Plan, and outweigh arguments against the project.

ALTERNATIVE: Do not approve

Signature:

By: *Jean Van Iperen*

Approved By: _____

[Handwritten Signature]

**REDEVELOPMENT PLAN FOR
THE CREKITT, LLC REDEVELOPMENT PROJECT**

PREPARED JANUARY, 2025

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

A. Introduction

This Redevelopment Plan for the Crekitt, LLC Redevelopment Project (this “Redevelopment Plan”), prepared by the Community Development Agency of the City of Columbus, Nebraska (the “Agency”), is a guide for redevelopment activities to remove and eliminate blighted and substandard conditions within the City of Columbus, Nebraska (“City”). The Mayor and City Council of the City, recognizing that blighted and substandard conditions are a threat to the continued stability and vitality of the City, designated certain areas of the City to be blighted and substandard and in need of redevelopment pursuant to the requirements of the Nebraska Community Development Law, sections 18-2101 et. seq., as amended (the "Act").

Prior to the preparation of this Redevelopment Plan, and in compliance with the Act, the Mayor and City Council designated a portion of the City as a blighted and substandard community redevelopment area, such area being commonly referred to as the Redevelopment Area 2 and/or the Highway 81 North Commercial Area (referred to herein as the “Redevelopment Area”). This Redevelopment Plan sets forth a proposed redevelopment project located within the Redevelopment Area to optimize the tax increment financing ("TIF") resources available to offset certain costs deemed eligible for reimbursement by TIF under the Act, and to remove existing and avoid future blighted and substandard conditions, all as further described herein. This Redevelopment Plan contemplates the renovation of an existing vacant and dilapidated building for a repurposed commercial use, together with such public improvements associated therewith, within the Redevelopment Area (such public and private improvements are collectively referred to herein as the "Redevelopment Project").

B. Project Site; Existing Conditions

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the area to be developed as part of the Redevelopment Project (the "Project Site"). The Project Site is located to the northwest of the intersection of 33rd Avenue and 18th Street, in the City. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

C. Conformance with the Comprehensive Plan

It is essential to the City’s comprehensive plan for development (the “Comprehensive Plan”) that dilapidated, inadequate, or deteriorating portions of the City conform to the current and future needs of the City as it continues to grow and expand. Exhibit "B", attached hereto and incorporated herein, shows a portion of the future use map (showing the Project Site and surrounding areas) included within the City's Comprehensive Plan. The map sets forth a

“General Commercial” designation for future use of the Project Site, which is compatible with the anticipated uses associated with the Redevelopment Project.

The Comprehensive Plan further sets forth the following objectives:

- Encourage development that involves adaptive reuse of existing buildings.
- Encourage the development and enhancement of improvements along the City’s primary arterials, including Highway 81.
- Maximize the use of planning and financial tools to mitigate the cost of development to the community while providing incentives for well-planned development that achieves stated City principles and goals.
- Encourage public private partnerships where the City and the private sector can collaborate on enhancements to the built environment.
- Strongly encourage and incentivize infill development of underutilized property.

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

D. Redevelopment Project Overview

The Redevelopment Project consists of the redevelopment and renovation of the vacant building located at 1856 33rd Avenue, for new commercial use(s). According to Redeveloper’s TIF application submitted to the City, the primary tenant will be a Service Master Franchise, and there will be an additional ~2,000 square feet of space made available to another commercial tenant. No public acquisition of the Project Site is anticipated. Additionally, no families or businesses will be displaced as a result of the Redevelopment Project. Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for the Redevelopment Project.

E. Existing Conditions

1. Existing Land Use

The Project Site currently consists of a vacant and dilapidated commercial building.

2. Existing Zoning

The Project Site is currently zoned as “General Commercial”.

3. Existing Public Improvements

Public access to the Project Site currently exists from 33rd Avenue. The Project Site maintains internal paving, sewer, water, storm sewer, electrical service, public walks, and related infrastructure. However, some of the existing infrastructure is in disrepair and will require improvements/upgrades.

F. Proposed Redevelopment

1. Public Improvements

The Redevelopment Project will require some infrastructure improvements and other public improvements. These improvements will include, but are not limited to:

a. Public Access; Traffic Flow, Street Layouts and Street Grades

Public access to the Project Site currently exists via 33rd Avenue. The Redevelopment Project will not require street improvements and is not anticipated to have an impact on vehicular traffic. The Redevelopment Project will, however, include the replacement of the adjacent sidewalk, which is in a state of disrepair, to facilitate better pedestrian/bike access. All public infrastructure constructed by Redeveloper will be subject to review and approval by the City's engineer or other designee of the City.

b. Construction of Water and Sewer Improvements.

The Project Site is serviced by existing water and sewer systems. However, upgrades to the water system are anticipated.

c. Other incidental improvements

Redeveloper further anticipates upgrades to the electrical infrastructure serving the Project Site. A comprehensive breakdown of the anticipated public improvements (and costs related to the public improvements) for the Redevelopment Project are listed in Exhibit "E", attached hereto and incorporated herein.

d. Additional public facilities or utilities

Other than the improvements detailed above and/or set forth in Exhibit "E", Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Redevelopment Project.

e. Property Acquisition, Demolition and Disposal

Redeveloper owns the Project Site. No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Redevelopment Project. The Redevelopment Project will require internal demolition of the existing building, but no structural demolition will occur.

f. Population Density

The Redevelopment Project is commercial in nature and will not increase population density in the area.

g. Land Coverage

The Redevelopment Project consists of renovating the existing building on the Project Site and will not impact or alter land coverage ratios.

h. Parking

It is anticipated that the existing parking lot will satisfy the parking requirements for the anticipated uses under the City's zoning ordinance.

i. Zoning, Building Code and Ordinance

The Project Site is currently zoned as "General Commercial". Accordingly, no zoning change is anticipated as part of the Redevelopment Project. Notwithstanding, to the extent applicable, Redeveloper will be responsible for all zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

2. Private Improvements

Private improvements for the Redevelopment Project Area consist of the redevelopment and renovation of the vacant and dilapidated building located at 1856 33rd Avenue, for new commercial use(s), in addition to the related facilities and improvements ancillary thereto.

According to Redeveloper’s TIF application submitted to the City, the primary tenant will be a Service Master Franchise, and there will be an additional ~2,000 square feet of space made available to another commercial tenant. Redeveloper or other builders taking conveyance from Redeveloper will construct the private improvements. Paragraph H of this Redevelopment Plan details the anticipated construction schedule for the private improvements.

G. Project Costs

The total estimated cost of the Redevelopment Project is \$1,082,000. A breakdown of the estimated Redevelopment Project costs are attached and incorporated herein as Exhibit "D". Such figures are only estimates based upon 2025 pricing, and are subject to change without further amendment of this Redevelopment Plan.

H. Implementation

Redeveloper anticipates that construction of the Redevelopment Project will commence upon final approval of this Redevelopment Plan, and will be completed by December 31, 2025. Notwithstanding the foregoing, Redeveloper’s timely completion of the Redevelopment Project is subject to extraneous factors, which may necessitate that Redeveloper completes the Redevelopment Project later than the projected date. As such, the anticipated start and completion dates are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors.

I. Financing

The City and the Agency contemplate the use of TIF for the Redevelopment Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond/note resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as “TIF Revenues”)

shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount for the Redevelopment Project will be set forth in the redevelopment contract and/or the resolution authorizing the TIF Indebtedness (defined below). The Agency and Redeveloper anticipate the issuance of one TIF bond or note for the Redevelopment Project. All TIF Revenues generated by the Redevelopment Project shall only be divided and allocated over the applicable 15-year increment period or until full payment of the TIF Indebtedness, whichever occurs first.

1. Necessity of TIF

Redeveloper has represented and warranted to the City that it would not be economically feasible to develop the Redevelopment Project without TIF. In support thereof, Redeveloper stated the following in its TIF application:

“TIF is necessary for the redevelopment of the existing building. There is a significant amount of asbestos abatement and interior demolition that is necessary to renovate and repurpose the building. This cost makes the project not feasible without assistance. The re-use of the existing building would not be feasible without TIF, and Redeveloper would have to look for other sites for this project without TIF.

The City and Agency agree with the representations of Redeveloper, which are supported by the Project Site’s longstanding dilapidated and vacant condition. Accordingly, it is the finding of this Redevelopment Plan that the Redevelopment Project, as proposed herein, is not economically viable without the assistance of TIF and Redeveloper would not construct the same without TIF.

2. Sources and Uses of Financing

Based upon the projections provided in Exhibit "E", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of one TIF bond or note (the "TIF Indebtedness") in the principal amount of \$197,000. The TIF Indebtedness shall bear interest at a rate not to exceed 4.70% per annum. The final principal and interest amount comprising the

TIF Indebtedness shall be determined by the Agency and set forth in the redevelopment contract or resolution authorizing the issuance of the TIF Indebtedness.

The total estimated cost of the Redevelopment Project is \$1,082,000. Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by owner equity. The above figures are only projections and are subject to change.

J. Cost-Benefit Analysis

A cost-benefit analysis for the Redevelopment Project is attached as Exhibit "F" and incorporated herein.

Exhibits:

- Exhibit A: Project Site and Existing Land Use
- Exhibit B: Future Land Use Map
- Exhibit C: Site Plan and Future Land Use
- Exhibit D: Estimated Construction Cost of the Redevelopment Project
- Exhibit E: Sources and Uses of TIF
- Exhibit F: Cost-Benefit Analysis

EXHIBIT "A"

Project Site and Existing Land Use

Legal Description:

Lots 8-12 and 26' of the abutting 33rd Avenue, Block 1, Gerrard's Addition, Columbus, Platte County, Nebraska.

* In the event Redeveloper subdivides or replats the Project Site, the legal description(s) of such subdivided or replatted parcel(s) comprising the Project Site, upon final approval of the City with respect thereto, shall replace and supersede the above legal description.

Depiction and Current Condition (outlined in red):

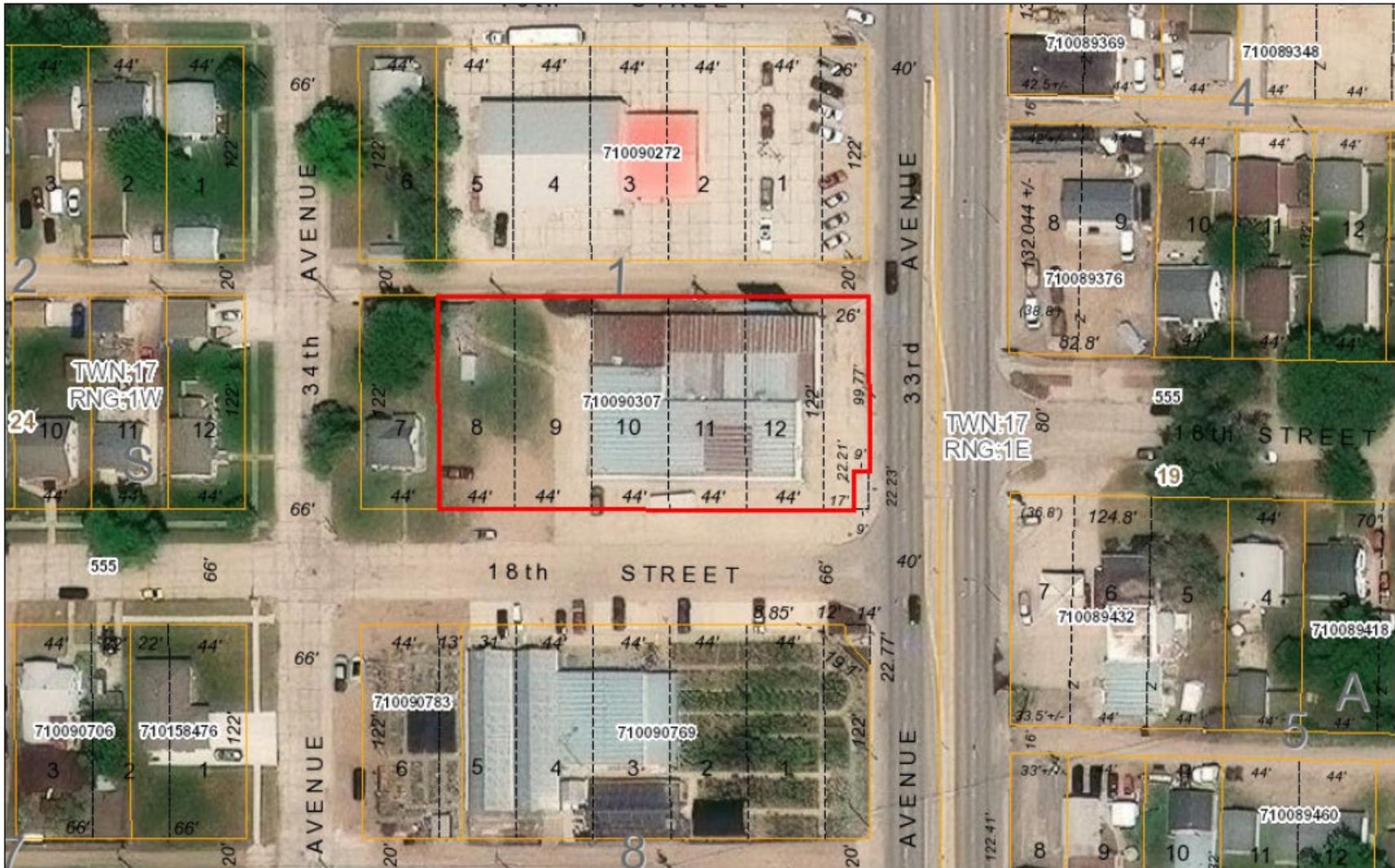
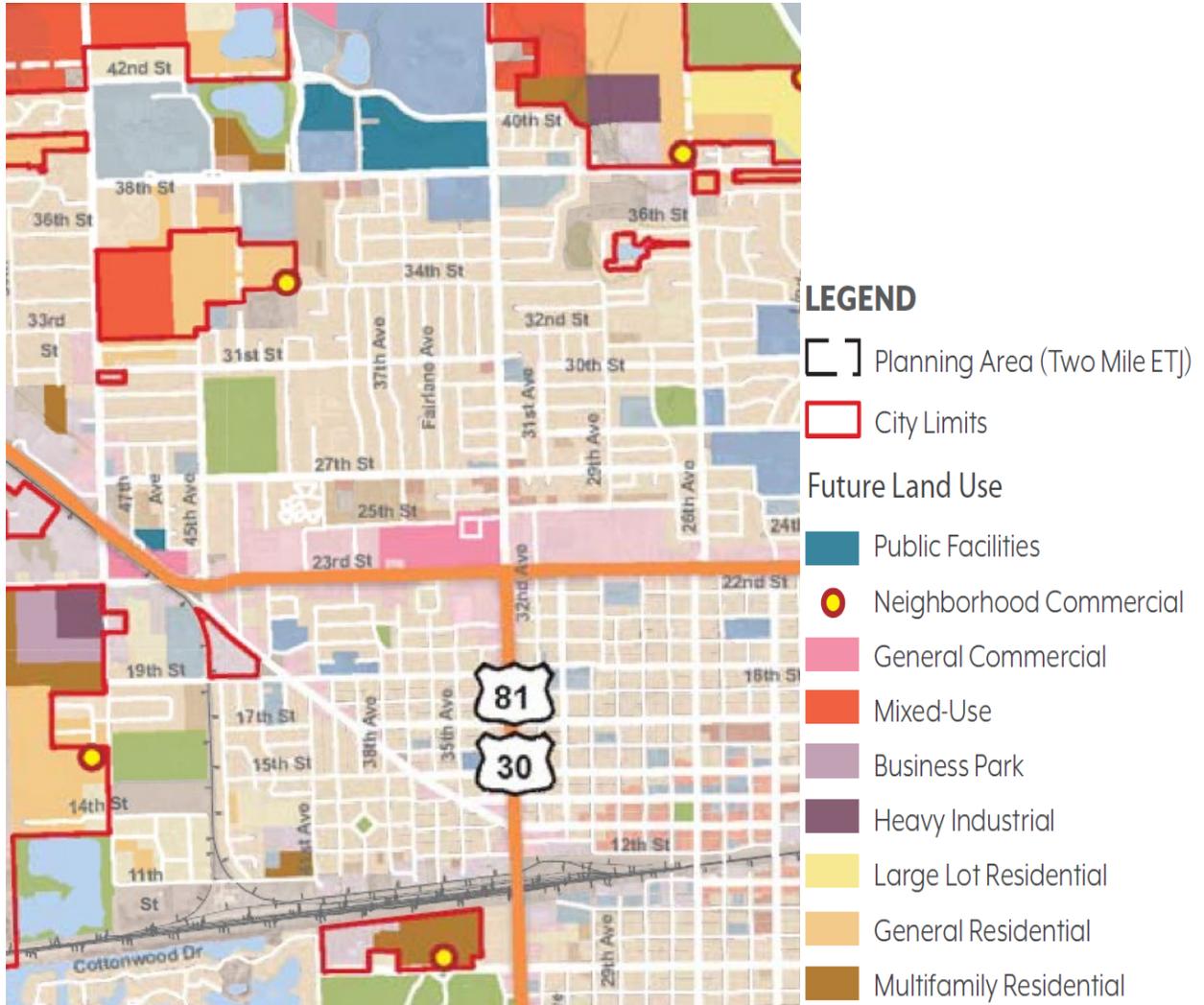


Exhibit "A"

EXHIBIT "B"

Future Land Use Map



* Project Site designated as General Commercial.

EXHIBIT "C"

Site Plan and Future Land Use

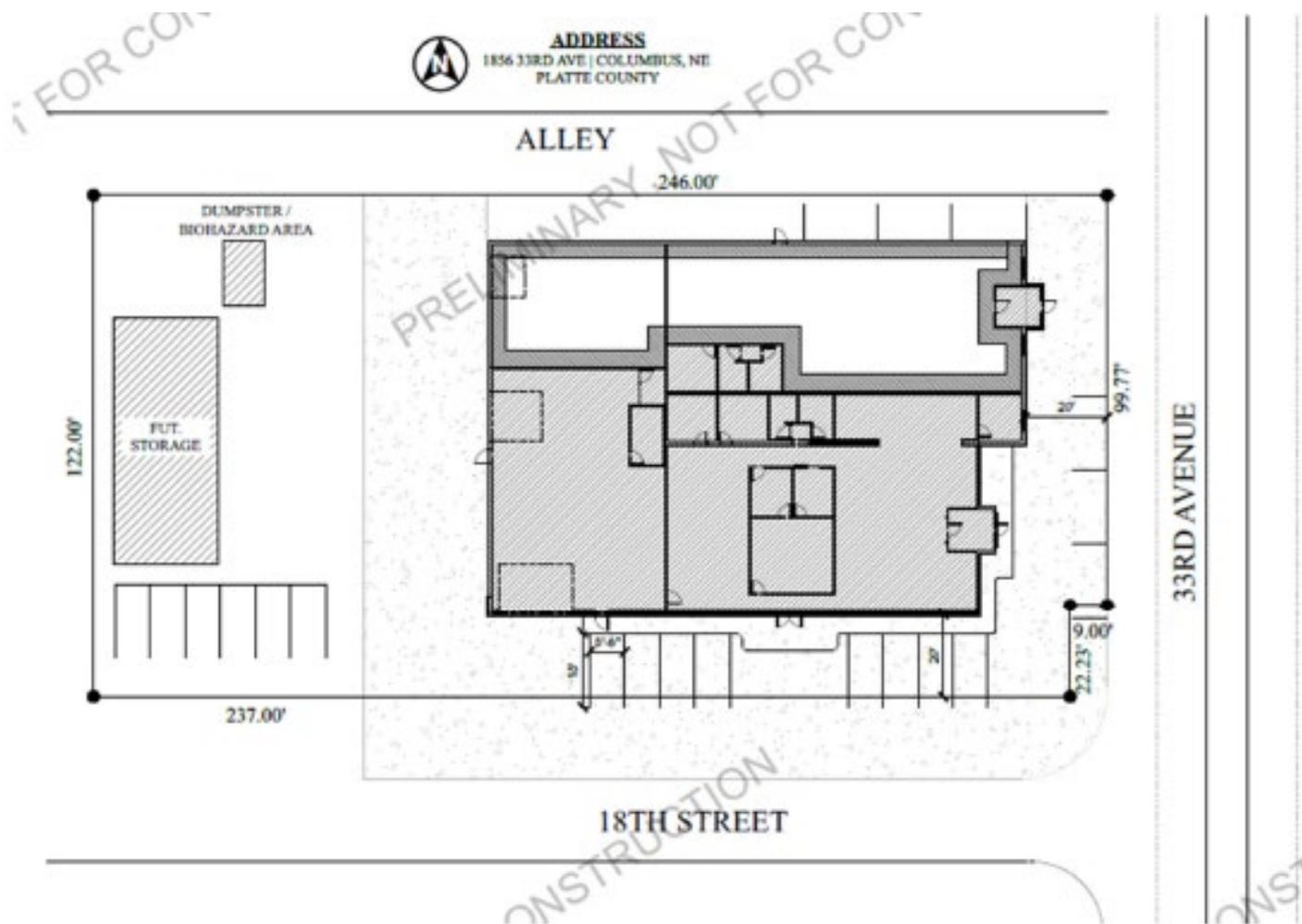


Exhibit "C"

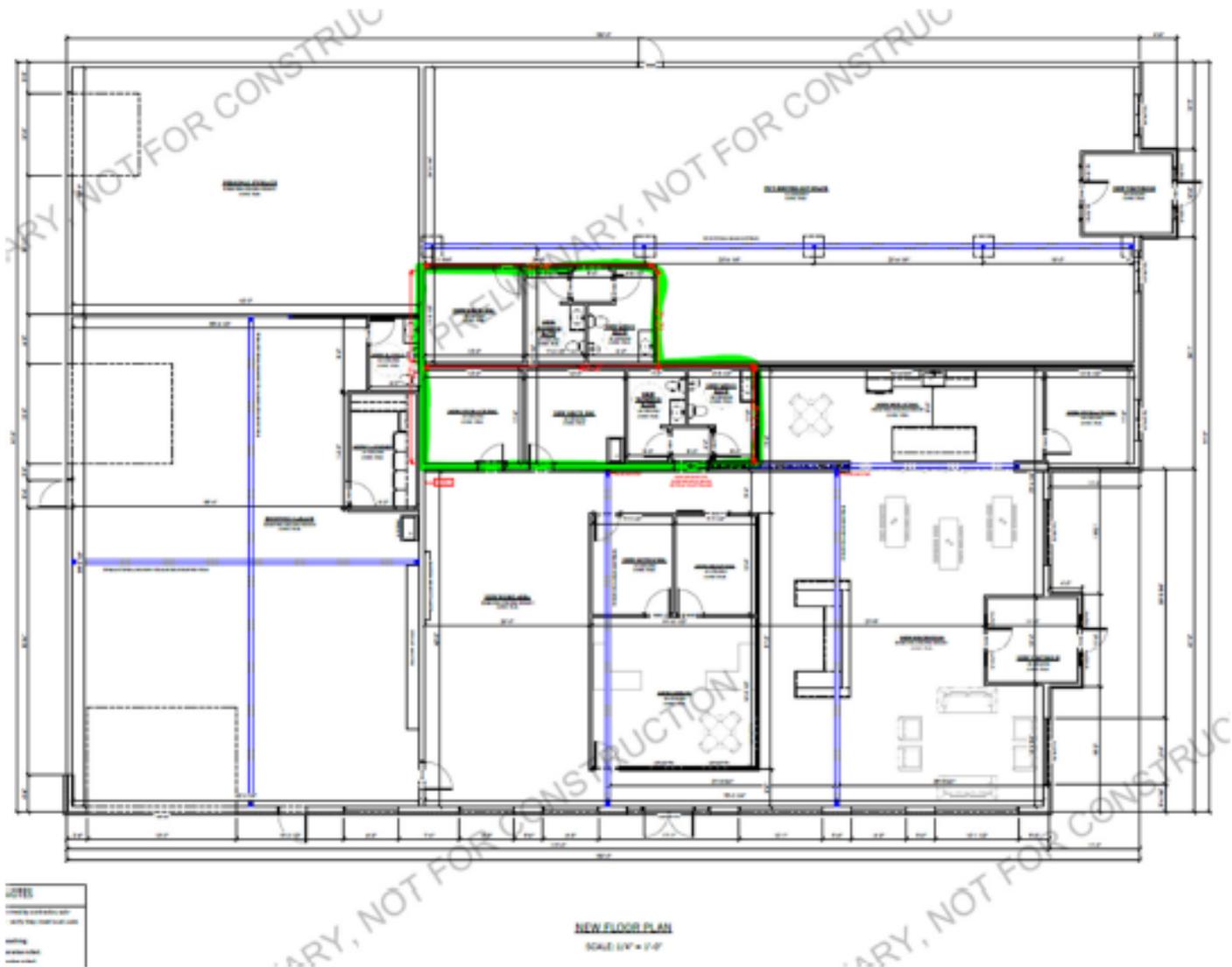
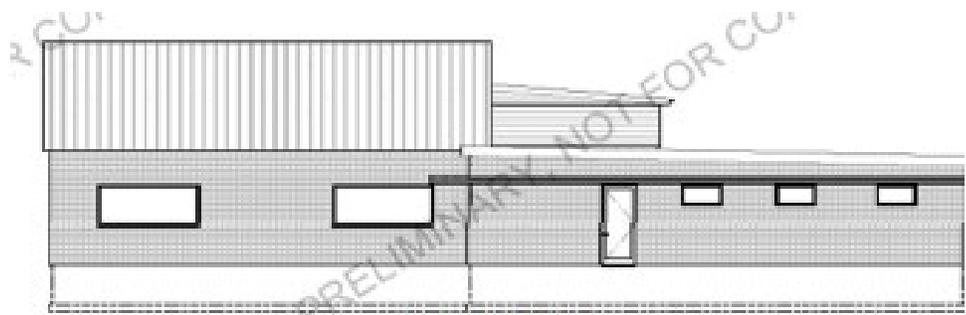


Exhibit "C"



EXISTING FRONT ELEVATION
SCALE 1/4" = 1'-0"



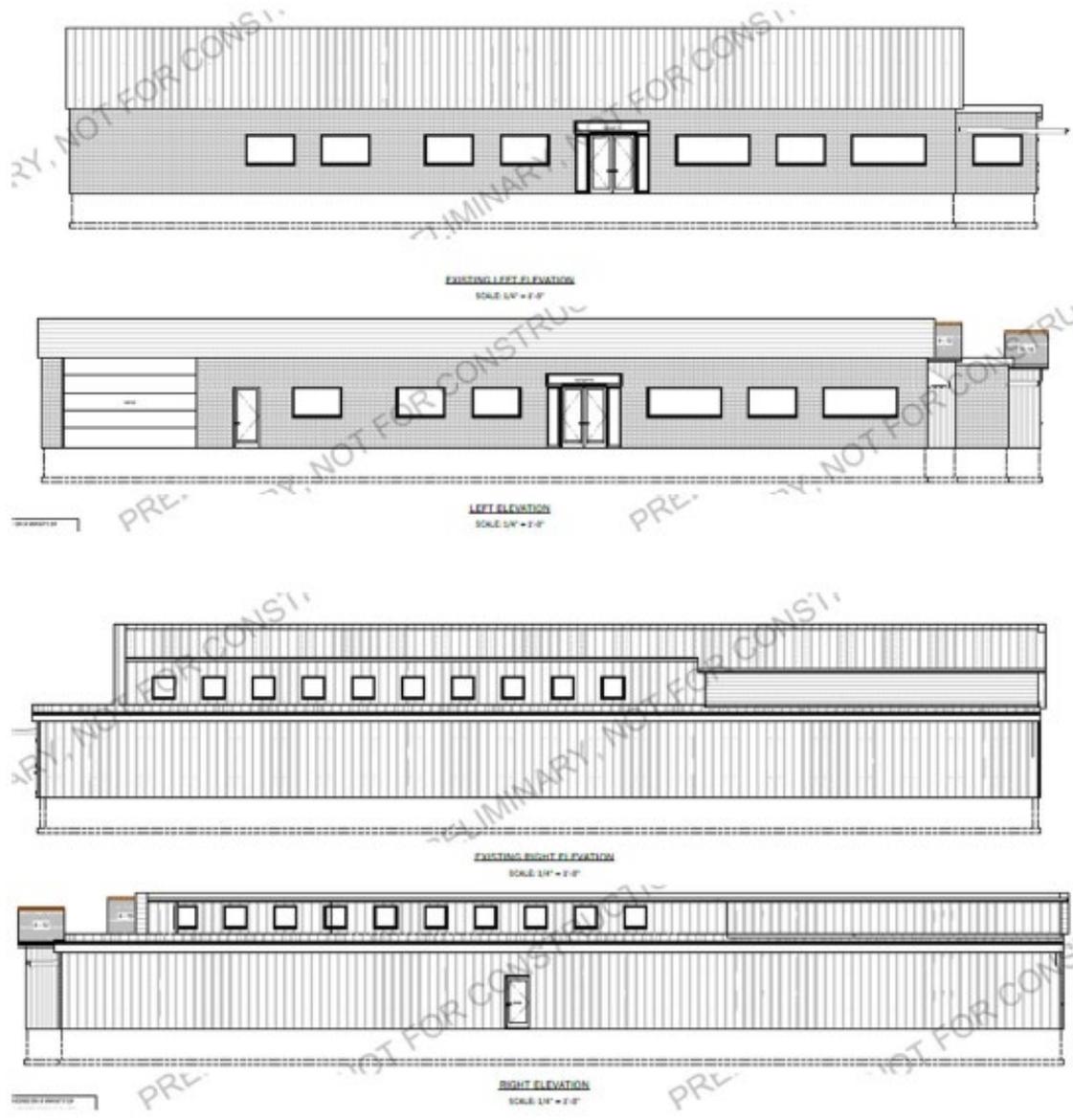
NEW FRONT ELEVATION
SCALE 1/4" = 1'-0"



EXISTING REAR ELEVATION
SCALE 1/4" = 1'-0"



REAR ELEVATION
SCALE 1/4" = 1'-0"



* The attached site plans are preliminary subject to change.

EXHIBIT "D"

Estimate of Construction Costs

Land Acquisition	\$350,000
Site Development	\$230,000
Building Cost	\$442,000
Architectural and Engineering Fees	\$50,000
City Fees	\$15,000
Legal Fees	\$10,000
<hr/>	
TOTAL	\$1,097,000

* The above figures are estimated values based on current pricing. These preliminary estimates are subject to change, as Redeveloper has no control over the change in cost of materials and services between the time of the approval of this Redevelopment Plan and commencement of construction.

EXHIBIT "E"

Sources and Uses of TIF

USES:

Land Acquisition	\$350,000
Asbestos Abatement	\$150,000
Interior Demolition	\$25,000
Sidewalks	\$15,000
Utility Improvements	\$35,000
Landscaping	\$5,000
Interior Renovations	\$442,000
Architectural, Engineering and Legal Fees	\$60,000
City Fees	\$15,000
<hr/>	
TOTAL	\$1,097,000

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

SOURCES:

General Assumptions:

Base Value:	\$295,250
Final Value:	\$1,408,244
Tax Levy (2024):	1.678850%
TIF Indebtedness:	\$197,000
Interest Rate:	4.70%

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

EXHIBIT "F"

Cost-Benefit Analysis (Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Redevelopment Project, as described in the attached Redevelopment Plan, which will utilize funds authorized by section 18-2147 of the Act, is provided below:

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the base value of the Project Site will continue to be allocated between the relevant taxing jurisdictions pursuant to the Act. Only the incremental taxes created by the Redevelopment Project will be captured to pay for the project's eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Redevelopment Project, the true tax shift of the Redevelopment Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the estimated 15-year tax shift for the Redevelopment Project is set forth in Exhibit "E" of the Redevelopment Plan, and is adopted hereby.

Notes:

- 1. The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2024 levy rate. There has been no accounting for incremental growth over the 15-year TIF period.*

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project:

a. Public infrastructure improvements and impacts:

The Redevelopment Project requires minimal public infrastructure installation. Redeveloper will undertake needed upgrades to existing sidewalks and water systems. The Agency and Redeveloper do not anticipate that the Redevelopment Project will have a negative impact on now-existing City infrastructure.

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

The Redevelopment Project should create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Redevelopment Project, the Redevelopment Project should generate immediate tax growth for the City. The new commercial uses on the Project Site will require and pay for City services. Additionally, the City will collect sales tax on a portion of the materials used for the Redevelopment Project. It is not anticipated that the Redevelopment Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the Project Site:

The Redevelopment Project will result in new and expanded business within the Project Site – both for an existing business in the City looking to expand (i.e., Service Master), as well as additional commercial space for a new business. Accordingly, it is anticipated that the Redevelopment Project will have a positive impact on employers and employees locating or expanding within the boundaries of the Project Site.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the Project Site:

The Redevelopment Project will revitalize a blighted and underutilized parcel which will benefit surrounding businesses in the Highway 81 corridor. Additionally, it will provide employment opportunities for the City's workforce. Accordingly, the Redevelopment Project is anticipated to have a positive impact on surrounding employers and employees.

5. Impacts on student populations of school districts within the City:

The Redevelopment Project is commercial in nature and will not impact student populations in the City.

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

The Project Site is blighted and contains substandard conditions that are a detriment to the City as a whole. The Redevelopment Project will revitalize and occupy a vacant, underutilized and blighted space without negatively impacting the surrounding businesses, residents or straining the public infrastructure. There are no other material impacts determined

by the Agency relevant to the consideration of the costs or benefits arising from the Redevelopment Project. As such, the costs of the Redevelopment Project are outweighed by its benefits.

6613381.1

7.B.1. Resolution No. R25-23 approving redevelopment plan.

DRAFT

RESOLUTION NO. R25-23

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

WHEREAS, the Mayor and City Council of the City of Columbus, Nebraska (the "Council"), acts as the governing body of, and exercises all functions of, the Community Development Agency of the City of Columbus, Nebraska (the "Agency"); and

WHEREAS, the Mayor and Council previously designated a portion of the City of Columbus, Nebraska (the "City"), commonly referred to as the "Highway 81 North Commercial Area", as blighted and substandard and in need of redevelopment under the terms of Nebraska Revised Statutes sections 18-2103(3) and (31) and section 18-2109; and

WHEREAS, it is contemplated that redevelopment of the Highway 81 North Commercial Area may occur in phases and will occur pursuant to one or more redevelopment plans and/or projects; and

WHEREAS, the Mayor and Council finds based on substantial evidence in the record of this proceeding that redevelopment of the Highway 81 North Commercial Area will result in the elimination and prevention of blight and aligns with the purposes of the Community Development Law and the City's comprehensive plan for land use and development (the "Comprehensive Plan"); and

WHEREAS, attached hereto as Exhibit A is a redevelopment plan for redevelopment within the Highway 81 North Commercial Area (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan sets forth a redevelopment project within the Highway 81 North Commercial Area; and

WHEREAS, the Planning Commission of the City of Columbus, Nebraska, held a duly-noticed public hearing on the Redevelopment Plan, and provided written findings on and recommended the Mayor and Council's adoption and approval of the Redevelopment Plan on February 10, 2025; and

WHEREAS, on February 18, 2025, the Mayor and Council held a duly-noticed public hearing on the Redevelopment Plan; and

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

WHEREAS, after public hearing and review of the Redevelopment Plan, the Mayor and Council determined that the redevelopment set forth in the Redevelopment Plan would not be economically feasible and would not occur without the use of tax-increment financing.

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

Section 1. The Redevelopment Plan attached as Exhibit A complies with the Comprehensive Plan of the City.

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

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

(b) The Redevelopment Plan contains a satisfactory statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Redevelopment Plan with respect to the redevelopment project set forth therein; that any proceeds or revenue expected to be obtained by the City from disposal of property to a private entity are detailed in the Redevelopment Plan; that the Redevelopment Plan sets forth a satisfactory method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the redeveloper, which method of financing is, in part, the issuance by the Agency of its tax increment revenue bond to provide funds to pay for and/or reimburse the costs of

certain public improvements; and addresses any families or businesses currently residing within the redevelopment area which are currently expected to be displaced from such area.

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

Section 3. The redevelopment set forth in the Redevelopment Plan would not be economically feasible without the use of tax-increment financing; would not occur in the redevelopment area described in the Redevelopment Plan without the use of tax-increment financing; and the costs and benefits of the Redevelopment Plan, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Mayor and Council and have been found to be in the long-term best interest of all those impacted by the Redevelopment Plan.

Section 4. Based on the foregoing and substantial evidence in the record of this proceeding, the Mayor and Council hereby approves and adopts the Redevelopment Plan.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY

EXHIBIT A
Redevelopment Plan

(See attached)

7.C. Public hearing - Redevelopment Plan for the Quail Meadows Redevelopment Project approximately located between 14th Avenue and the extension of 10th Avenue, adjacent to the western terminus of Lovers Lane. (Planning Commission recommends approval.)

NOTICE OF HEARING

Notice is hereby given that a public hearing before the Mayor and City Council of the City of Columbus, Nebraska, will be held on Tuesday, February 18, 2025, at 6 P.M., in the Columbus Community Building, Community Room, 2500 14th St., Columbus, NE 68601, to consider and possibly take action on a redevelopment plan entitled: "Redevelopment Plan for the Quail Meadows Redevelopment Project," for redevelopment pursuant to the Community Development Law, Nebraska Revised Statutes, sections 18-2101, et seq., within a portion of the blighted and substandard community redevelopment area of the City, approximately located between 14th Avenue and the extension of 10th Avenue, adjacent to the western terminus of Lovers Lane, in Columbus, Nebraska. A map of the proposed area to be redeveloped and the cost-benefit analysis for the redevelopment project set forth in the redevelopment plan is available for review at the office of the City Clerk at 2500 14th St., Suite 3, Columbus, NE 68601, telephone number 402-562-4224. At said time and place, all interested parties may appear and be heard.

City of Columbus, Nebraska
Shuraya Choat, City Clerk

Publish: 1:30:25; 2:6:25
Affidavit of Publication



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

memorandum

DATE: February 4, 2025
TO: Tara Vasicek, City Administrator
FROM: Jean Van Iperen, Planning & Economic Development Coordinator
RE: Redevelopment Plan for Quail Meadows Redevelopment Project

RECOMMENDATION:

Approval of the Redevelopment Plan for Quail Meadows Redevelopment Project

DISCUSSION:

The redevelopment plan outlines a proposed project located between 14th Avenue and the extended 10th Avenue, adjacent to the western portion of Lovers Lane. The project includes approximately 46 residential units, featuring 14 single-family homes in Block A, 20 townhomes in Block B, and six duplexes (12 units total) in Blocks B and C. The duplex units are expected to be rental properties for families, while the remaining homes will be available for purchase. The project will be completed in phases, allowing the developer to align construction with market demand.

To prepare the area for its planned use, the redeveloper will construct South 1st Street, extending east from 14th Avenue to the west line of 10th Avenue, along with a small portion of 10th Avenue (as shown in Exhibit B). The project also includes the installation of sewer, water, drainage, and electrical infrastructure. Since the property is currently undeveloped, grading will be necessary to ensure proper drainage. These improvements, detailed in Exhibit E of the plan, represent a significant investment in public infrastructure.

The total estimated costs of the Redevelopment Project is \$14,611,006. The full list of estimated TIF eligible expenses is detailed in Exhibit D.

The redeveloper, City and legal counsel have ensured the plan is in conformance with the City's comprehensive plan.

It has been determined the cost-benefit analysis prepared in conjunction with the Plan and attached as Exhibit E sets forth the factors required under section 18-2174 of the Nebraska Revised Statutes and supports the City's adoption and approval of the Plan.

As the plan states, the impacts and opportunities related to the Redevelopment Project conform to the objectives and guidance stated in the Comprehensive Plan, and outweigh arguments against the project.

ALTERNATIVE: Do not approve

Signature:

By: *Jean Van Iperen*

Approved By:  _____

**REDEVELOPMENT PLAN FOR THE
QUAIL MEADOWS REDEVELOPMENT PROJECT**

PREPARED JANUARY, 2025

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

A. Introduction

This Redevelopment Plan for the Quail Meadows Redevelopment Project (this “Redevelopment Plan”), prepared by the Community Development Agency of the City of Columbus, Nebraska (the “Agency”), in conjunction with Quail Meadows, LLC, a Nebraska limited liability company, (the “Redeveloper”), is a guide for redevelopment activities to remove or eliminate blighted and substandard conditions within the City of Columbus, Nebraska (the “City”).

The Redeveloper members are Elkhorn Valley Community Development Corporation d/b/a NeighborWorks Northeast Nebraska, Progressive Property Inspections, LLC, d/b/a Progressive Builders and Mesner Development Co.

The Mayor and City Council of the City, recognizing that blighted and substandard conditions are a threat to the continued stability and vitality of the City, designated certain areas of the City to be blighted and substandard and in need of redevelopment pursuant to the requirements of the Nebraska Community Development Law, sections 18-2101 et seq., as amended (the "Act").

Prior to the preparation of this Redevelopment Plan, and in compliance with the Act, the Mayor and City Council designated a portion of the City as a blighted and substandard community redevelopment area; such area being commonly referred to as the Southeast Area (referred to herein as the “Redevelopment Area”). This Redevelopment Plan sets forth a redevelopment project, proposed by the Redeveloper, involving the development of a residential subdivision for moderately priced single-family and multi-family residences, located within the Redevelopment Area; for which tax increment financing ("TIF") resources shall be available to offset certain costs deemed eligible for reimbursement by TIF under the Act, and to remove existing and avoid future blighted and substandard conditions, all as further described herein. This Redevelopment Plan contemplates the phased construction of a mixed-density subdivision consisting of approximately 46 single-family attached, detached, and multi-family dwelling units, together with such public improvements associated therewith, within the Redevelopment Area (such public and private improvements are collectively referred to herein as the "Redevelopment Project").

B. Redevelopment Area; Project Site; Existing Conditions

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the area to be developed as part of the Redevelopment Project (the "Project Site"). The Project Site is located between 14th Avenue and the extension of 10th Avenue, adjacent to the western terminus of Lovers Lane, in the City. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment. The Project Site is unimproved, lacking infrastructure and suitable access.

C. Conformance with the Comprehensive Plan

It is essential to the City’s comprehensive plan for development (the “Comprehensive Plan”) that dilapidated, inadequate, vacant, or deteriorating portions of the City conform to the current and future needs of the City as it continues to grow and expand. The future land use map within the Comprehensive Plan sets forth a “Rural Residential” designation for future use of the Project Site. However, the Project Site has been rezoned to allow single-family detached homes in Block A, and multi-family homes in Blocks B and C of the subdivided Project Site.

The Comprehensive Plan further sets forth the following objectives:

- Encourage a variety of housing types and sizes to accommodate the needs of existing and prospective residents. This includes, but is not limited to college students, single professionals, families, empty nesters, seniors, and those of varying economic ability.
- Ensure an adequate supply of housing at a variety of prices and rents by promoting new home ownership opportunities, improvement of the existing housing stock, responsible rental property ownership, and the development of compatible infill housing.
- Increase the compatibility of multi-family residential housing with single-family detached residential districts within Columbus.

The Redevelopment Project will assist in carrying out such objectives. The development will include a mix of single-family detached homes, townhomes and two-story duplex homes to establish a variety of residential options in a neighborhood setting. Accordingly, the Redevelopment Project is in conformance with, and furthers the objectives under, the City’s Comprehensive Plan.

D. Redevelopment Project Overview

The Redevelopment Project consists of the phased construction of approximately 46 residential dwelling units, with 14 single-family detached homes on Block A, and 20 townhomes and 6 duplexes (12 residential units) on Blocks B and C. Currently, it is anticipated that the duplex units will be rented to families and the balance of the development will be available for purchase. Exhibit "C", attached hereto and incorporated herein, sets forth the proposed future uses and site plan for the Redevelopment Project.

Redeveloper will install South 1st Street, a minor extension of both Lovers Land and 10th Avenue, together with required sewer, water, drainage and electrical infrastructure, in accordance with City requirements, as part of the Redevelopment Project.

Redeveloper currently owns the parcels within the Project Site. NeighborWorks, Northeast Nebraska, a member of Redeveloper, owns fifteen lots within the Project Site. No public acquisition of the Project Site is anticipated. Additionally, no families or businesses will be displaced as a result of the Redevelopment Project.

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

E. Existing Conditions

1. Existing Land Use

The Project Site has been subdivided into three residential blocks but currently consists of unimproved vacant land and was last utilized as farm ground.

2. Existing Zoning

Block A of the Project Site is zoned as R-1 (Single Family Residential). Block A will be used for single-family detached residences. Blocks B and C are zoned as R-2 (Two Family Residential). Townhomes and duplex homes will be built on those blocks.

3. Existing Public Improvements

Public access to the Project Site currently exists from abutting 14th Avenue to the west and Lovers Lane on the east. The Project Site is without internal paving, sewer, water, storm sewer, electrical service, public walks, telecommunications, gas, and related infrastructure.

F. Proposed Redevelopment

1. Public Improvements

The Redevelopment Project will require significant infrastructure improvements and other public improvements. These improvements will include, but are not limited to, those shown on Exhibit "D", attached hereto and incorporated herein.

a. Public Access; Traffic Flow, Street Layouts and Street Grades

Public access to the Project Site currently exists via abutting 14th Avenue on the west. Redeveloper will construct paving on South 1st Street east from 14th Avenue to its terminus at the west line of 10th Avenue. Additional paving will be required for a small portion of 10th Avenue, as shown on Exhibit “B”. The new public streets have been dedicated to the City. All streets and other public infrastructure constructed by Redeveloper will be subject to review and approval by the City's engineer or other designee of the City.

b. Construction of Water and Sewer Improvements.

Redeveloper will construct or extend water and sewer systems to provide appropriate service to the Project Site.

c. Other incidental improvements

The Project Site is currently undeveloped and will require grading to provide effective drainage throughout the area. The Project Site requires filling and grading to properly drain the ground water runoff and provide appropriate grading levels to erect the improvements. Redeveloper also anticipates the construction of electric, gas, and telecommunications utilities extending to the residences to be constructed on the Project Site.

d. Additional public facilities or utilities

Other than the construction or extension of the utilities and infrastructure detailed above, Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Redevelopment Project.

e. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Redevelopment Project. The Project Site consists of vacant land and does not require demolition of existing structures.

f. Population Density

The Project Site currently is undeveloped and vacant. Accordingly, the Redevelopment Project will result in an increase to population density within the Project Site. Recent U.S. Census estimates provide an average of 2.49 persons per household. However, the City desires an increase in population density in the area to provide housing for existing and new residents.

g. Land Coverage

Land coverage for the Project Site includes approximately 21.94 acres of undeveloped land. The Redevelopment Project will consist of the construction of both single- family and two-family residences. The Redevelopment Project is subject to and must comply with all applicable land coverage ratios required by City ordinance. Current plans are to construct single family homes with 1,425 square feet, townhomes with 1,125 square feet, and 2-story duplex homes with 1,364 square feet; provided such plans are preliminary and are subject to change.

h. Parking

The parking requirements for the residences will comply with the City’s zoning ordinance and Redeveloper shall be obligated to comply with all parking requirements, as determined by the City.

i. Zoning, Building Code and Ordinance

Block A of the Project Site is currently zoned as R-1 (Single Family Residential). Blocks B and C of the Project Site is zoned R-2 (Two Family residential). Accordingly, no further rezoning is anticipated. Notwithstanding, Redeveloper will be responsible for all zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

2. Private Improvements

The Redevelopment Project’s proposed private improvements consist of the construction of approximately 46 residential dwelling units. Single family and duplex homes will have two car garages and the townhomes will have single car garages. Fourteen single-family detached homes will be constructed on Block A. Twenty townhomes and six duplexes (12 residences) will be constructed on Blocks B and C.

Redeveloper or other builders taking conveyance from Redeveloper will construct the private improvements. Paragraph H of this Redevelopment Plan details the anticipated construction schedule for the private improvements.

G. Project Costs

The total estimated cost of the Redevelopment Project is \$14,701,006. A breakdown of the estimated costs of the Redevelopment Project are attached and incorporated herein as Exhibit “C”. Such figures are only estimates based upon 2024 pricing, and are subject to change without further amendment of this Redevelopment Plan.

H. Implementation

Redeveloper is unable to undertake the construction on the infrastructure and/or initial phases of the Redevelopment Project without some assurance that Redeveloper can undertake the additional phases. According to Redeveloper, it could not complete the initial public improvements for the Redevelopment Project but-for the approval of the entire Redevelopment Project and, likewise, the subsequent phases of the Redevelopment Project would not occur but-for these initial public improvements. Accordingly, this Redevelopment Plan contemplates that the costs and expenses of all the public improvements for the Redevelopment Project are eligible TIF uses for each phase of the Redevelopment Project (as allocated), to the extent there is not duplication between phases. As such, Redeveloper may apply the TIF Revenues (defined below) generated from each phase of the Redevelopment Project toward the payment of the eligible expenses of the entire Redevelopment Project, as necessary.

Redeveloper intends to commence construction on the Redevelopment Project's infrastructure in 2025 (pending approval of TIF). Thereafter, Redeveloper will construct the residential improvements over multiple yearly phases, on a lot-by-lot basis.

The Redevelopment Project's construction timeline requires flexibility as a result of market demand and other extraneous factors. Notwithstanding, it is anticipated that all phases will be completed no later than December 31, 2029. In accordance therewith, the "Redevelopment Contract" (as defined in the Act) entered into between the Agency and Redeveloper with respect to the Redevelopment Project will specify that, vis-à-vis the division of excess ad valorem taxes within the Project Site in relation to the TIF, all parcels within the Project Site must have an "Effective Date" (as defined in the Act) of no later than January 1, 2030.

Upon the completion of each phase, Redeveloper will notify the Agency of the same, in writing, on a form prescribed by the Agency. Such notice shall set forth the Effective Date for the pertinent phase and must be submitted to the Agency on or before June 30 of the year in which taxes are to be divided for such phase.

I. Financing

The City and the Agency contemplate the use of TIF for the Redevelopment Project. Section 18-2147 of the Act governs the use and administration of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the Effective Date as identified in the Redevelopment Contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and
- (b) That portion of the ad valorem tax on real property, as provided in the Redevelopment Contract or bond/note resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as “TIF Revenues”) shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount for each phase of the Redevelopment Project will be established via the notifications from Redeveloper to the Agency referenced in Paragraph H, above, as shall be further detailed in the Redevelopment Contract. The Agency and Redeveloper anticipate that the Effective Dates will be different for each phase, and therefore the increment period for each phase will be different.

Notwithstanding any provision herein to the contrary, TIF Revenues derived from each phase shall only be divided and allocated over the applicable 15-year increment period or until full payment of the TIF Indebtedness, whichever occurs first.

1. Necessity of TIF

Redeveloper has represented and warranted to the City that it would not be economically feasible to develop the Redevelopment Project without TIF. In support thereof, Redeveloper stated the following in its TIF application submitted to the Agency:

“The project is not economically feasible without TIF. The cost of site prep and infrastructure makes the project too costly to undertake. Without TIF the rental rates would have to increase to an unaffordable level to obtain a reasonable market rate of return. The per residence home price would have to increase significantly to cover infrastructure and development cost. Such increase would make the homes over priced for the market.”

The City and Agency accept Redeveloper's representation that the cost to construct the infrastructure on the site, in addition to the vertical improvements, likely would cause rents and home prices to increase to a level the market couldn't support, thereby making the Redevelopment Project, as presented, economically infeasible without the assistance of TIF. Accordingly, the Redevelopment Project, as proposed herein, is not economically viable without the assistance of TIF and Redeveloper would not construct the same without TIF.

2. Sources and Uses of Financing

Based upon the projections provided in Exhibit "D", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of one or more TIF bond(s) or note(s) (the "TIF Indebtedness") in an aggregate principal amount not to exceed \$1,665,000. The TIF Indebtedness shall bear interest at a rate not to exceed 6.49% per annum. The final principal and interest amounts comprising the TIF Indebtedness shall be determined by the Agency and set forth in the Redevelopment Contract or resolution authorizing the issuance of the TIF Indebtedness.

The total estimated cost of the Redevelopment Project is \$14,601,006, including site purchase, infrastructure and private construction. Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity and traditional bank financing. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

J. Cost-Benefit Analysis

A cost-benefit analysis for the Redevelopment Project is attached hereto and incorporated herein as Exhibit "E".

Exhibits:

- Exhibit A: Project Site and Existing Land Use
- Exhibit B: Site Plan and Future Land Use
- Exhibit C: Estimated Construction Cost of the Redevelopment Project
- Exhibit D: Sources and Uses of TIF
- Exhibit E: Cost-Benefit Analysis

EXHIBIT "A"
Project Site and Existing Land Use

Legal Description:

Lots 1-14, Block A, Lots 1-20, Block B, and Lots 1-6, Block C, all in Quail Meadows Addition, a Subdivision in Columbus, Platte County, Nebraska.

* In the event Redeveloper further subdivides or replats the Project Site, the legal description(s) of such subdivided or replatted parcel(s) comprising the Project Site, upon final approval of the City with respect thereto, shall replace and supersede the above legal description.

Depiction and Current Condition (outlined in red):



Exhibit "A"

EXHIBIT "C"

Estimate of Construction Costs

Land Acquisition	\$405,000
Site Development	\$1,319,856
Building Cost	\$12,676,150
Architectural and Engineering Fees	\$185,000
Legal Fees	\$25,000
<hr/>	
TOTAL	\$14,611,006

* The above figures are estimated values based on current pricing. These preliminary estimates are subject to change, as Redeveloper has no control over the change in cost of materials and services between the time of the approval of this Redevelopment Plan and commencement of construction.

EXHIBIT "D"
Sources and Uses of TIF

SOURCES:

General Assumptions:

Base Value: \$600,000 (\$15,000 per unimproved lot)
 Final Value: \$11,550,000 (see below chart)
 Tax Levy (2024): 1.67885%
 TIF Indebtedness: \$1,665,000
 Interest Rate: 6.49%

Block	Build Year Value		
	Units	\$/SF or Unit	Build Year
A – single family	14	\$289,300	\$4,050,000
B&C- townhomes	20	\$237,000	\$4,740,000
B&C duplex units	12	\$230,000	\$2,760,000

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

USES:

Land Acquisition	\$405,000
Dirt Work and Infill	\$118,015
Streets	\$339,511
Water	\$154,367
Sanitary Sewer	\$398,079
Electrical	\$100,000
Other Utilities	\$309,884
Architectural and Engineering Fees	\$185,000
City Fees	\$15,000
TOTAL	\$2,034,856

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

EXHIBIT "E"
Cost-Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Redevelopment Project, as described in the attached Redevelopment Plan, which will utilize funds authorized by section 18-2147 of the Act, is provided below:

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the base value of the Project Site will continue to be allocated between the relevant taxing jurisdictions pursuant to the Act. Only the incremental taxes created by the Redevelopment Project will be captured to pay for the project's eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Redevelopment Project, the true tax shift of the Redevelopment Project is a positive shift in taxes after 15 years (per phase). However, for the purposes of illustrating the incremental taxes used for TIF, the estimated 15-year tax shift for the Redevelopment Project is set forth in Exhibit "D" of the Redevelopment Plan, and is adopted hereby.

Notes:

1. *The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2024 levy rate. There has been no accounting for incremental growth over the 15-year TIF period.*

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project:

a. Public infrastructure improvements and impacts:

The Redevelopment Project requires public infrastructure installation. The Project Site will require the construction of vehicular access from 14th Avenue to the western extension of 10th Avenue, in addition to the extension of 10th Avenue, all as depicted on Exhibit "B" to the Redevelopment Plan. The Redevelopment Project will also require the construction and/or extension of utilities to serve the improvements constructed thereon. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. The Project Site will be filled and graded to provide for effective surface water runoff. The Agency and Redeveloper do not

anticipate that the Redevelopment Project will have a negative impact on now-existing City infrastructure.

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

The Redevelopment Project should create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Redevelopment Project, the Redevelopment Project should generate immediate tax growth for the City. The new residences will require and pay for City services. Additionally, the City will collect sales tax on a portion of the materials used for the Redevelopment Project. It is not anticipated that the Redevelopment Project will have any material adverse impact on such City services but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the Project Site:

The Redevelopment Project is residential in nature and will not result in new and expanded business/employment within the Project Site.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the Project Site:

The Redevelopment Project should have a material positive impact on businesses and employees in the vicinity of the Project Site. The new residences will provide much needed housing in the community, which will benefit employers, employees, and the City in general. Further, the additional population density should increase the need for services and products from existing businesses in the surrounding area, such as household products and general consumer goods/services. Accordingly, the Redevelopment Project is anticipated to have a positive impact on employers and employees in the area of the Project Site.

5. Impacts on student populations of school districts within the City:

The increase of population density within the Project Site may result in an increase in school-aged children within the related school districts. Assuming a traditional family structure in each residential unit, the Redevelopment Project could generate up to an estimated 23 school age residents. However, there is no indication that the schools within the district are unable to withstand an increase in enrollment proportionate to the size of the Redevelopment Project. The school district will not receive taxes from the residences built during the time the increased taxes are utilized to pay the TIF Indebtedness. However, the school district has received state

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

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

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

6611228.1

7.C.1. Resolution No. R25-24 approving redevelopment plan.

DRAFT

RESOLUTION NO. R25-24

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

WHEREAS, the Mayor and City Council of the City of Columbus, Nebraska (the "Council"), acts as the governing body of, and exercises all functions of, the Community Development Agency of the City of Columbus, Nebraska (the "Agency"); and

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

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

WHEREAS, the Mayor and Council finds based on substantial evidence in the record of this proceeding that redevelopment of the Southeast Area will result in the elimination and prevention of blight and aligns with the purposes of the Community Development Law and the City's comprehensive plan for land use and development (the "Comprehensive Plan"); and

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

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

WHEREAS, the Planning Commission of the City of Columbus, Nebraska, held a duly-noticed public hearing on the Redevelopment Plan, and provided written findings on and recommended the Mayor and Council's adoption and approval of the Redevelopment Plan on February 10, 2025; and

WHEREAS, on February 18, 2025, the Mayor and Council held a duly-noticed public hearing on the Redevelopment Plan; and

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

WHEREAS, after public hearing and review of the Redevelopment Plan, the Mayor and Council determined that the redevelopment set forth in the Redevelopment Plan would not be economically feasible and would not occur without the use of tax-increment financing.

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

Section 1. The Redevelopment Plan attached as Exhibit A complies with the Comprehensive Plan of the City.

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

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

(b) The Redevelopment Plan contains a satisfactory statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Redevelopment Plan with respect to the redevelopment project set forth therein; that any proceeds or revenue expected to be obtained by the City from disposal of property to a private entity are detailed in the Redevelopment Plan; that the Redevelopment Plan sets forth a satisfactory method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the redeveloper, which method of financing is, in part, the issuance by the Agency of its tax increment revenue bond to provide funds to pay for and/or reimburse the costs of certain public improvements; and addresses any families or businesses

currently residing within the redevelopment area which are currently expected to be displaced from such area.

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

Section 3. The redevelopment set forth in the Redevelopment Plan would not be economically feasible without the use of tax-increment financing; would not occur in the redevelopment area described in the Redevelopment Plan without the use of tax-increment financing; and the costs and benefits of the Redevelopment Plan, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Mayor and Council and have been found to be in the long-term best interest of all those impacted by the Redevelopment Plan.

Section 4. Based on the foregoing and substantial evidence in the record of this proceeding, the Mayor and Council hereby approves and adopts the Redevelopment Plan.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SPECIAL CITY ATTORNEY

EXHIBIT A
Redevelopment Plan

(See attached)

8. PETITIONS AND COMMUNICATIONS - None

9. REPORTS OF CITY OFFICES - Finance department report included in Consent Agenda

10. REPORTS OF COUNCIL COMMITTEES

10.A.PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE - February 18, 2025

10.A.1. Fees for Van Berg Golf Course simulator usage.

The City of **Columbus**

MEMORANDUM

DATE: February 12, 2025
TO: Public Finance, Judiciary, and Personnel committee
FROM: Douglas A. Moore. Public Property Director
SUBJECT: Van Berg simulator rates

RECOMMENDATION: Pro shop staff recommends the committee approve usage rates for the new simulators at Van Berg Golf Course.

DISCUSSION: Per the contract between the City of Columbus and Doug Dunbar, Golf Professional, golf rates are recommended by Mr. Dunbar and approved by the City Council.

FISCAL IMPACT: Recommended rates are:

Off Season March 15 to October 14	Hourly rate
Monday-Friday	\$22
Weekday Special 7 am to 3 pm	\$15
Saturdays, Sundays and Holidays	\$32
Weekend Early Bird Special 7 am to 10 am	\$20
Peak Season October 15 to March 14	Hourly rate
Monday-Friday	\$35
Weekday Special 7 am to 3 pm	\$20
Saturdays Sundays and Holidays	\$42
Weekend Early Bird Special 7 am to 10 am	\$25

Multiple golfers can use the simulators at a time, the hourly rate remains the same

CONCURRENCE: Doug Dunbar, PGA Golf Professional

Approved By: Douglas A Moore
Douglas Moore, Public Property Director

Approved By: Tara Vasicek
Tara Vasicek, City Administrator

10.B.PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - February 18, 2025

10.B.1. Request to apply for Class I liquor license for Van Berg golf course.

The City of **Columbus**

MEMORANDUM

DATE: February 12, 2025
TO: Public Property, Safety and Works committee
FROM: Douglas A. Moore. Public Property Director
SUBJECT: Van Berg Golf Course liquor license

RECOMMENDATION: Staff requests approval from Public Property, Safety and Works Committee for the City of Columbus to apply for a liquor license from the Nebraska Liquor Control Commission for Van Berg Golf Course.

DISCUSSION: Van Berg currently has a Class A liquor license (beer only) but golf staff would like to change the license to a Class I (beer, wine and distilled spirits). The license will remain for the sale of alcohol on site only.

FISCAL IMPACT: With the renovation of the pro shop and addition of two golf simulators we believe that we will see increased revenues at Van Berg. We have received many requests from golfers about possibly changing the license to allow mixed drinks. We needed to make some structural changes before the Nebraska Fire Marshal would allow the Class I license. Those changes have been made.

CONCURRENCE: Doug Dunbar, PGA Golf Professional

Approved By: *Douglas A Moore*
Douglas Moore, Public Property Director

Approved By: *Tara Vasicek*
Tara Vasicek, City Administrator

10.B.2. Determine interest rate for Street Improvement District #184.

The City of **Columbus**

MEMORANDUM

DATE: February 13, 2025
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Street Improvement District 184 and 189
Final Assessment Interest Rate

RECOMMENDATION:

Determine and recommend to the City Council an interest rate to be used on the assessments for Street Improvement District (SID) Nos. 184 and 189.

DISCUSSION:

Each of the SIDs will need to have an interest rate set for final assessments. The attachments show a base (which is 0 percent), 4 percent (which was what was provided to the property owners during the district creation), and 8.5 percent which is 1 percent above the prime rate. Additionally, another rate from 0 to the maximum amount of 8.5 percent could be set.

The rate would be used in the final assessments to be levied by the Board of Equalization at a later date.

FISCAL IMPACT:

Percentage charged on the SID will be used to levy the assessment.

ALTERNATIVE:

None

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

PHASE 1 - SID 184 23RD St. from E 48th Ave. to 54th Ave.

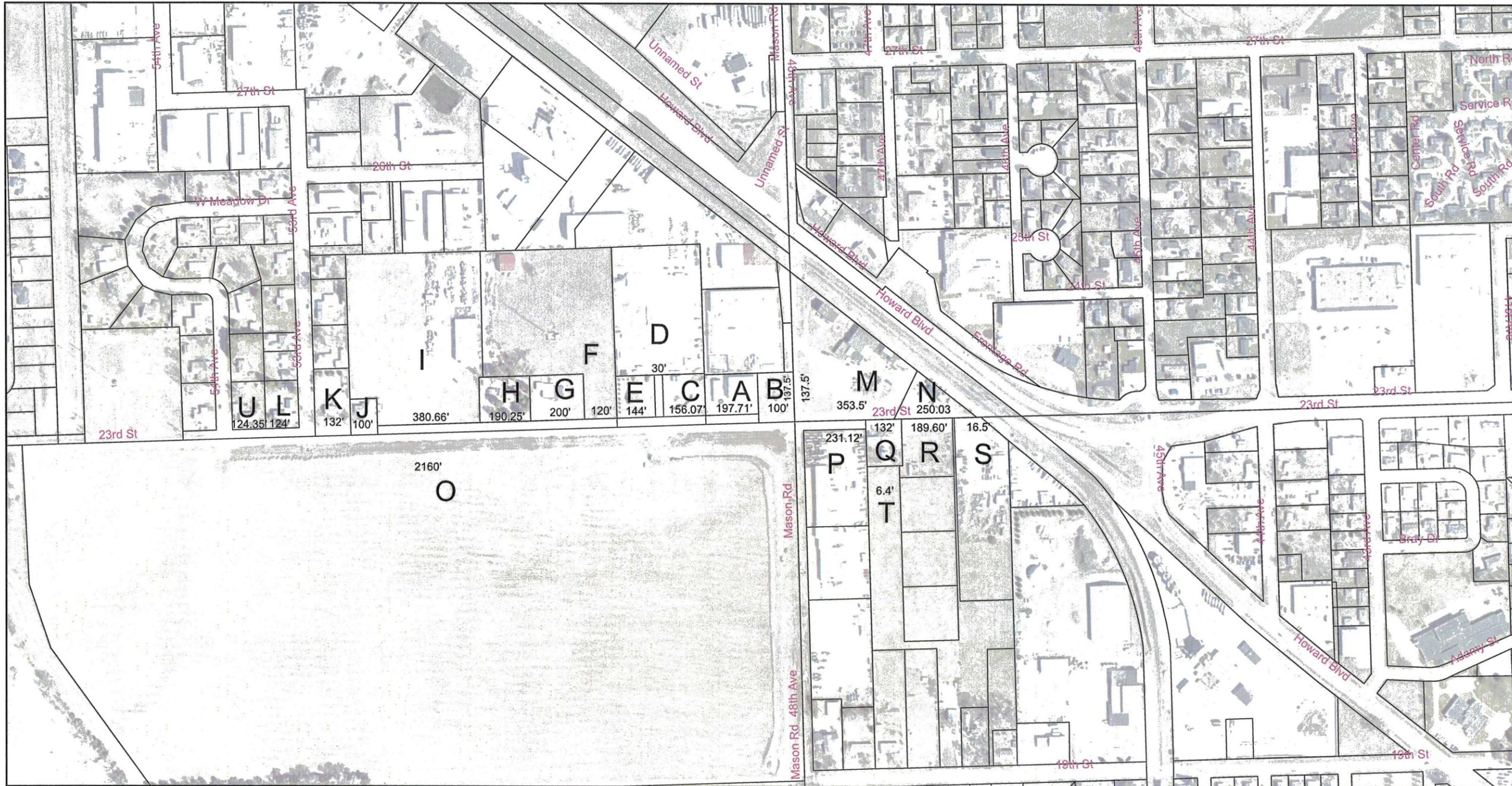
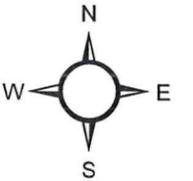
PID	OwnerName	PropertyAddress	TOTAL FOOTAGE	ESTIMATE SPECIAL ASSESS - creation of district		ACTUAL SPECIAL ASSESS		ACTUAL SPECIAL ASSESS		ACTUAL SPECIAL ASSESS	
				INTEREST	4%	INTEREST	0%	INTEREST	4%	INTEREST	8.5%
				RATE		RATE		RATE		RATE	
710133752	SOLARUS LLC	4828 W 23 ST	197.71	93.95	18,574.85	98.69	19,511.99	102.25	20,215.84	106.26	21,008.66
710096229	LOUP RIVER PUBLIC POWER DIST		237.5	93.95	22,313.12	98.69	23,438.87	102.25	24,284.37	106.26	25,236.75
710153968	GEHRING, MERLIN D ETAL	4904 23 ST	156.07	93.95	14,662.77	98.69	15,402.54	102.25	15,958.15	106.26	16,583.99
710153982	GEHRING, MERLIN D ETAL		30	93.95	2,818.50	98.69	2,960.70	102.25	3,067.50	106.26	3,187.80
710153961	GEHRING, MERLIN D ETAL	4910 23 ST	144	93.95	13,528.80	98.69	14,211.36	102.25	14,724.00	106.26	15,301.44
710134977	TUCKER, PAUL L LIVING TRUST ETAL		120	93.95	11,274.00	98.69	11,842.80	102.25	12,270.00	106.26	12,751.20
710134396	TUCKER, PAUL L LIVING TRUST ETAL	5124 23 ST	200	93.95	18,790.00	98.69	19,738.00	102.25	20,450.00	106.26	21,252.00
710134403	TUCKER, PAUL L LIVING TRUST ETAL	5126 23 ST	190.25	93.95	17,873.98	98.69	18,775.77	102.25	19,453.06	106.26	20,215.96
710134970	TUCKER, PAUL L LIVING TRUST %JENNIFER & PAUL TUCKER TRUSTEES	5132 23 ST	380.66	93.95	35,763.00	98.69	37,567.33	102.25	38,922.48	106.26	40,448.93
710096264	FRENCH, JAMES "BRUCE"	5218 23 ST	100	93.95	9,395.00	98.69	9,869.00	102.25	10,225.00	106.26	10,626.00
710096271	OLSON, JOEL E & HEIDI R	5222 23 ST	132	93.95	12,401.40	98.69	13,027.08	102.25	13,497.00	106.26	14,026.32
710121779*	JASTER, DARWIN E & BERNADETTE A NOW CHASE JASTER	5304 W 23 ST	124	93.95	11,649.80	98.69	12,237.56	102.25	12,679.00	106.26	13,176.24
710166638*	TRIPLE S REAL ESTATE INC % FRANK ZELDA TAX SERVICE NOW SOLARUS LLC %BRYCE GEHRING	2300 48 AVE	491	93.95	46,129.45	98.69	48,456.79	102.25	50,204.75	106.26	52,173.66
710166645*	TRIPLE S REAL ESTATE INC % FRANK ZELDA TAX SERVICE NOW HIDALGO MOTORS LLC	4620 23 ST	250.03	93.95	23,490.31	98.69	24,675.46	102.25	25,565.56	106.26	26,568.18
710160674	SHADY LAKE DEVELOPMENT LLC		2160	93.95	202,932.00	98.69	213,170.40	102.25	220,860.00	106.26	229,521.60
710027867	CECH, JOAN B	2255 48 AVE	231.12	93.95	21,713.72	98.69	22,809.23	102.25	23,632.02	106.26	24,558.81
710076041	EARLEY RENTALS LLC	4621 23 ST	132	93.95	12,401.40	98.69	13,027.08	102.25	13,497.00	106.26	14,026.32
710076034	SCHOLL FAMILY TRUST	23 ST & 46 AVE	189.6	93.95	17,812.92	98.69	18,711.62	102.25	19,386.60	106.26	20,146.89
710076006	TWOREK, DANIEL R	4611 23 ST	16.5	93.95	1,550.17	98.69	1,628.38	102.25	1,687.12	106.26	1,753.29
710075978	TWOREK, DANIEL R & JANELLE M % JANELLE M TWOREK		6.4	93.95	601.28	98.69	631.61	102.25	654.40	106.26	680.06
710121786	JENKINSON, BENJAMIN L & PAULINE K	5316 23 ST	124	93.95	11,649.80	98.69	12,237.56	102.25	12,679.00	106.26	13,176.24
710133738	PLATTE COUNTY SCHOOL DISTRICT NO 71-0001-000 A NEBRASKA POLITICAL	2458 48 AVE	0	93.95	-	98.69	-	102.25	-	106.26	-
			5,612.84	527,326.27		553,931.13		573,912.85		596,420.34	

4%	ESTIMATED PROJECT COST: 2,636,800.00 \$2,636,800.00 * 0.20 = 527,360.00/5612.84 = 93.95/FOOT
0%	ACTUAL PROJECT COST: \$2,769,794.17 \$2,769,794.17 * 0.20 = \$553,958.83/5,612.84 = \$98.69/FOOT
4%	ACTUAL PROJECT COST: \$2,869,742.31 \$2,869,742.31 * 0.20 = \$573,948.46/5,612.84 = \$102.25/FOOT
8.5%	ACTUAL PROJECT COST: \$2,982,183.97 \$2,982,183.97 * 0.20 = \$596,436.79/5,612.84 = \$106.26/FOOT

Notes:

PID * = Change of Property Ownership

CITY OF COLUMBUS SID #184 ASSESSEMENTS



OWNER NAME	AMOUNT	AMOUNT	AMOUNT
A. SOLARUS LLC		I. TUCKER, PAUL L LIVING TRUST %JENNIFER & PAUL TUCKER TRUSTEES	P. CECH, JOAN B
B. LOUP RIVER PUBLIC POWER DIST		J. FRENCH, JAMES "BRUCE"	Q. EARLEY RENTALS LLC
C. GEHRING, MERLIN D ETAL		K. OLSON, JOEL E & HEIDI R	R. SCHOLL FAMILY TRUST
D. GEHRING, MERLIN D ETAL		L. JASTER, CHASE	S. TWOREK, DANIEL R
E. GEHRING, MERLIN D ETAL		M. SOLARUS LLC %BRYCE GEHRING	T. TWOREK, DANIEL R & JANELLE M % JANELLE M TWOREK
F. TUCKER, PAUL L LIVING TRUST ETAL		N. HIDALGO MOTORS LLC	U. JENKINSON, BENJAMIN L & PAULINE K
G. TUCKER, PAUL L LIVING TRUST ETAL		O. SHADY LAKE DEVELOPMENT LLC	

10.B.3. Determine interest rate for Street Improvement District #189.

The City of **Columbus**

MEMORANDUM

DATE: February 13, 2025
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Street Improvement District 184 and 189
Final Assessment Interest Rate

RECOMMENDATION:

Determine and recommend to the City Council an interest rate to be used on the assessments for Street Improvement District (SID) Nos. 184 and 189.

DISCUSSION:

Each of the SIDs will need to have an interest rate set for final assessments. The attachments show a base (which is 0 percent), 4 percent (which was what was provided to the property owners during the district creation), and 8.5 percent which is 1 percent above the prime rate. Additionally, another rate from 0 to the maximum amount of 8.5 percent could be set.

The rate would be used in the final assessments to be levied by the Board of Equalization at a later date.

FISCAL IMPACT:

Percentage charged on the SID will be used to levy the assessment.

ALTERNATIVE:

None

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

**SID 189 48TH AVE. FROM 23RD ST. TO S. OF BRADSHAW
PARK ENTRANCE**

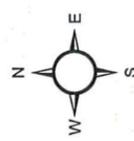
PID	OwnerName	PropertyAddress	EQUIV FF	ESTIMATE SPECIAL ASSESS - creation of district		ACTUAL SPECIAL ASSESS		ACTUAL SPECIAL ASSESS		ACTUAL SPECIAL ASSESS	
				INTEREST	4%	INTEREST	0%	INTEREST	4%	INTEREST	8.5%
				RATE		RATE		RATE		RATE	
710023870	WALKER RENTAL PROPERTIES LLC	5591 SHADY LAKE RD	171.57	106.35	18,246.46	72.01	12,354.75	74.60	12,799.12	77.51	13,298.39
710023884	WEST WOOD ADDITION LLC	COLUMBUS	306.11	106.35	32,554.79	72.01	22,042.98	74.60	22,835.80	77.51	23,726.58
710164419	WEST WOOD ADDITION LLC		101	106.35	10,741.35	72.01	7,273.01	74.60	7,534.60	77.51	7,828.51
710164412	WEST WOOD ADDITION LLC		101	106.35	10,741.35	72.01	7,273.01	74.60	7,534.60	77.51	7,828.51
710164405	WEST WOOD ADDITION LLC		116	106.35	12,336.60	72.01	8,353.16	74.60	8,653.60	77.51	8,991.16
710156509	VAN DYKE, RANDALL J & CHERIE L	1859 49 AVE	100	106.35	10,635.00	72.01	7,201.00	74.60	7,460.00	77.51	7,751.00
710156516	WEST WOOD ADDITION LLC	1865 49 AVE	195.13	106.35	20,752.07	72.01	14,051.31	74.60	14,556.69	77.51	15,124.52
710156523	WEST WOOD ADDITION LLC	4902 18 ST	43.74	106.35	4,651.74	72.01	3,149.71	74.60	3,263.00	77.51	3,390.28
710023884	WEST WOOD ADDITION LLC	COLUMBUS	130.14	106.35	13,840.38	72.01	9,371.38	74.60	9,708.44	77.51	10,087.15
710160674	SHADY LAKE DEVELOPMENT LLC	COLUMBUS	1289.68	106.35	137,157.46	72.01	92,869.85	74.60	96,210.12	77.51	99,963.09
710027867	CECH, JOAN B	2255 48 AVE	356.92	106.35	37,958.44	72.01	25,701.80	74.60	26,626.23	77.51	27,664.86
710027860	GERHOLD CONCRETE COMPANY INC % LYMAN RICHEY CORP ATTN: CONTROLLER	2251 48 AVE	271.39	106.35	28,862.32	72.01	19,542.79	74.60	20,245.69	77.51	21,035.43
710075943	LYMAN-RICHEY CORPORATION ATTN: ACCOUNTS PAYABLE	48 AVE & 19 ST	368.44	106.35	39,183.59	72.01	26,531.36	74.60	27,485.62	77.51	28,557.78
710075950*	CERNY, MELISSA A	4712 19 ST	236.13	106.35	25,112.42	72.01	17,003.72	74.60	17,615.29	77.51	18,302.43
710075936*	VINSON, ROBERT J QUINN	4708 19 ST	23.87	106.35	2,538.57	72.01	1,718.87	74.60	1,780.70	77.51	1,850.16
710147976*	GONZALEZ GUADALUPE VEGA & JACQUELINE VILLAGOMEZ	4728 ERNST ST	133.31	106.35	14,177.51	72.01	9,599.65	74.60	9,944.92	77.51	10,332.85
710147983*	KORTE, KEVIN	4718 ERNST ST	22.69	106.35	2,413.08	72.01	1,633.90	74.60	1,692.67	77.51	1,758.70
710148151*	LEIMSER, AARON L & SAMANTHA M	4729 ERNST ST	94.05	106.35	10,002.21	72.01	6,772.54	74.60	7,016.13	77.51	7,289.81
710148158*	ROSNO, BRANDON S & LINDSEY M	4719 ERNST DR	16.01	106.35	1,702.66	72.01	1,152.88	74.60	1,194.34	77.51	1,240.93
710148270*	CHAVEZ, ELIZABETH	4728 18 ST	94.05	106.35	10,002.21	72.01	6,772.54	74.60	7,016.13	77.51	7,289.81
710148263*	CUSTARD, TRACI J & CHRISTOPHER J	4718 18 ST	16.01	106.35	1,702.66	72.01	1,152.88	74.60	1,194.34	77.51	1,240.93
710148144*	RICHARDS, ROSS D & AMANDA L	4729 18 ST	133.31	106.35	14,177.51	72.01	9,599.65	74.60	9,944.92	77.51	10,332.85
710148137*	MACKEN, CHRISTIAN J & MACKEN, BRADYN K	4719 18 ST	22.69	106.35	2,413.08	72.01	1,633.90	74.60	1,692.67	77.51	1,758.70
710096411	CITY OF COLUMBUS NE	COLUMBUS	640	106.35	68,064.00	72.01	46,086.40	74.60	47,744.00	77.51	49,606.40
			4,983.24	529,967.46		358,843.04		371,749.62		386,250.83	

4%	ESTIMATED PROJECT COST: 2,650,000.00 2,650,000.00 * .20 = 530,000.00/4983.24 = 106.35/FOOT
0%	ACTUAL PROJECT COST: \$2,136,972.47 \$2,136,972.47 * 0.20 = \$427,394.49/4,983.24 = \$72.01/FOOT
4%	ACTUAL PROJECT COST: \$2,213,771.89 \$2,213,771.89 * 0.20 = \$442,754.38/4,983.24 = \$74.60/FOOT
8.5%	ACTUAL PROJECT COST: \$2,300,171.23 \$2,300,171.23 * 0.20 = \$460,034.25/4,983.24 = \$77.51/FOOT

Notes:

Grey Highlight = Ag Defered
PID* = Sidestreet Assessment

CITY OF COLUMBUS
SID #189 ASSESSMENT



OWNER NAME	AMOUNT	OWNER NAME	AMOUNT
A SHADY LAKE DEVELOPMENT LLC	\$0,000.00	H WEST WOOD ADDITION LLC	\$0,000.00
B WEST WOOD ADDITION LLC	\$0,000.00	I WEST WOOD ADDITION LLC	\$0,000.00
C WEST WOOD ADDITION LLC	\$0,000.00	J WALKER RENTAL PROPERTIES LLC	\$0,000.00
D WEST WOOD ADDITION LLC	\$0,000.00	K CITY OF COLUMBUS	\$0,000.00
E VAN DYKE/RANDALL J & CHERIE L	\$0,000.00	L RICHARDS/ROSS D & AMANDA L	\$0,000.00
F WEST WOOD ADDITION LLC	\$0,000.00	M MACKEN, CHRISTIAN J & MACKEN, BRADYN K	\$0,000.00
G WEST WOOD ADDITION LLC	\$0,000.00	N CUSTARD/TRACI J & CHRISTOPHER J	\$0,000.00
		O CHAVEZ/ELIZABETH	\$0,000.00
		P LEIMSER/AARON L & SAMANTHA M	\$0,000.00
		Q ROSNO/RANDON S & LINDSEY M	\$0,000.00
		R KORTE/KEVIN	\$0,000.00
		S GONZALEZ GUADALUPE VEGA & JACQUELINE VILLAGOMEZ	\$0,000.00
		T CERNY/MELISSA A	\$0,000.00
		U VINSON, ROBERT J QUINN	\$0,000.00
		V LYMAN-RICHEY CORPORATION ATTN: ACCOUNTS PAYABLE	\$0,000.00
		W GERHOLD CONCRETE COMPANY INC % LYMAN RICHEY CORP ATTN: CONTROLLER	\$0,000.00
		X CECI/JOAN B	\$0,000.00

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

12. **REPORTS ON LEGISLATION - None**

13. **NEW BUSINESS**

13.A. Application from American Legion Hartman dba American Legion Post 84 for Margaret F. Smith as manager in conjunction with Class C liquor license located at 2263 3 Avenue.



COLUMBUS POLICE DEPARTMENT

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

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

FROM: CHARLES SHERER, CHIEF OF POLICE 

DATE: February 3, 2025

SUBJECT: LIQUOR LICENSE
MANAGER CHANGE
AMERICAN LEGION
2263 3RD AVENUE
COLUMBUS, NEBRASKA

MANAGER: MARGARET SMITH

It should be noted that this change of licensing is for the purpose of changing Managers at the American Legion located at 2263 3rd Avenue.

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

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

- M. The applicant is fit, willing and able to properly provide the service proposed in conformance with all provisions and requirements of the 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. 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 the rules and regulations adopted and 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 show that the applicant has not been involved in any criminal investigation with the Columbus Police Department.

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

- P. There is no evidence of discrimination on the part of the applicant:

There is no evidence of discrimination involving the applicant.

- Q. There is no evidence to show that the applicant suppressed any or provided any inaccurate information to the commission or local governing body.

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

Nickeson, Linda

From: lcc.noreply@nebraska.gov
Sent: Friday, January 24, 2025 2:40 PM
To: zzCity Clerks
Subject: NLCC Review Required

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is SAFE.

Please save this email to provide your recommendation. To review the application documents [click here](#).

Review Type: Local Review

Job Type: Amendment Application

Job Number: 37066

License Type: Class C Beer, Wine Spirits On and Off S ale

Secondary Licenses: N/A

Licensee: AMERICAN LEGION HARTMAN

Premises Name: AMERICAN LEGION POST 84

Premises Address: 2263 3RD AVE COLUMBUS, NE 68601-2701

Premises Type: Converted

Nickeson, Linda

From: Fisher, Angelica <Angelica.Fisher@nebraska.gov>
Sent: Friday, January 31, 2025 3:00 PM
To: Nickeson, Linda
Subject: RE: Change of Manager Application

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is SAFE.

Linda,

I got some additional information on the new manager, for the manager change amendment for American Legion Post 84. I will include my questions I asked and then I will put in **bold** her answers:

1. Per Nebraska Revised Statute 53-103.18 – Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency. What is the manager’s name? **Margaret F Smith**
2. What is the manager’s address? **1910 32nd St #202, Columbus, NE, 68601**
3. What is the manager’s phone number? **402-942-4085**
4. What is the manger’s email address? **Labrat0827@hotmail.com**
5. What county is the manger registered to vote in? **Platte County**
6. Is the manager married? **No**
7. Do you qualify under Nebraska Liquor Control Act (53-103.01) and do you intend to supervise, in person, the management of the business? **Yes, and I plan to supervise the management of the business**
8. Do you have prior experience or training in selling, serving, or managing alcohol sales? List prior experience/training. **I have 20 years of bartending experience**
9. Has the new manager, EVER been convicted of or pled guilty to any charge? Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of local law, ordinance, or resolution. List the nature of the charge, where the charge occurred and the year (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. **No**

Let me know if you need anything additional to these questions.

Thanks,

Angelica Fisher

Office Specialist
Nebraska Liquor Control Commission
(402) 471-2571
Web: <https://lcc.nebraska.gov/>



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 37066

AMENDMENT TYPE Manager Change Amendment	APPLICATION DATE RECEIVED 2024-10-23
CURRENT MANAGER NAME PATRICIA J LISS	CURRENT MANAGER EMAIL PJLISS@MSN.COM
NEW MANAGER NAME Margaret F Smith	NEW MANAGER EMAIL labrat0827@hotmail.com

QUESTIONS

Class C Spirits, Wine, Beer On a

1. Are you married?

No

2. 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 (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION.

No

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

Yes

4. Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

I worked as a bartender at the Fraternal Order of Eagles #1834 in Columbus, NE from 2006-2010.

APPLICANT

Patricia Liss

DECLARATION

I (We) the applicant(s) agree and consent

I declare under penalty of perjury that I have read the contents of this amendment application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

13.B. Quote from Motorola Solutions in the amount of \$38,721.21 for two mobile radios and three portable radios for police department. CIP #21-01

**Columbus Police Department
Memorandum
For Record**

DATE: February 11, 2025

TO: City Administrator Tara Vasicek

FROM: Captain Douglas Molczyk

THROUGH: Interim Chief Bret Strecker

SUBJECT: Radio Upgrades in preparation for State Wide Radio System

CIP #100-110-57510-21001

RECOMMENDATION:

We would recommend the City Council Approve the Bid from Motorola Solutions for \$38,721.21. This would be for 2 additional mobile radios and 3 additional portable radios.

DISCUSSION:

With the move to the State Wide Radio system the Columbus Police Department budgeted \$70,000 dollars to make the necessary upgrades to our current mobile, repeaters and portable radios for the State Wide Radio System.

With the move of Code Enforcement over to the Police Department they have been operating with old portables that are not compatible with the State Wide Radio System. These radios need to be replaced with ones that are compatible.

We would also like to purchase 2 mobile radios for their vehicles.

We are asking for 3 portable radios so that we have one additional portable radio so we have an extra one for emergency situations.

FISCAL IMPACT:

This is part of the 2024-2025 budget and will be paid for by Sales Tax revenue. We budgeted \$70,000. We have spent \$13,973.50 leaving \$56,026.50. This expense is \$38,721.21 leaving \$17305.29 in the budget.

ALTERNATIVES:

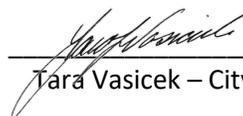
Don't upgrade the radios or purchase the portables.

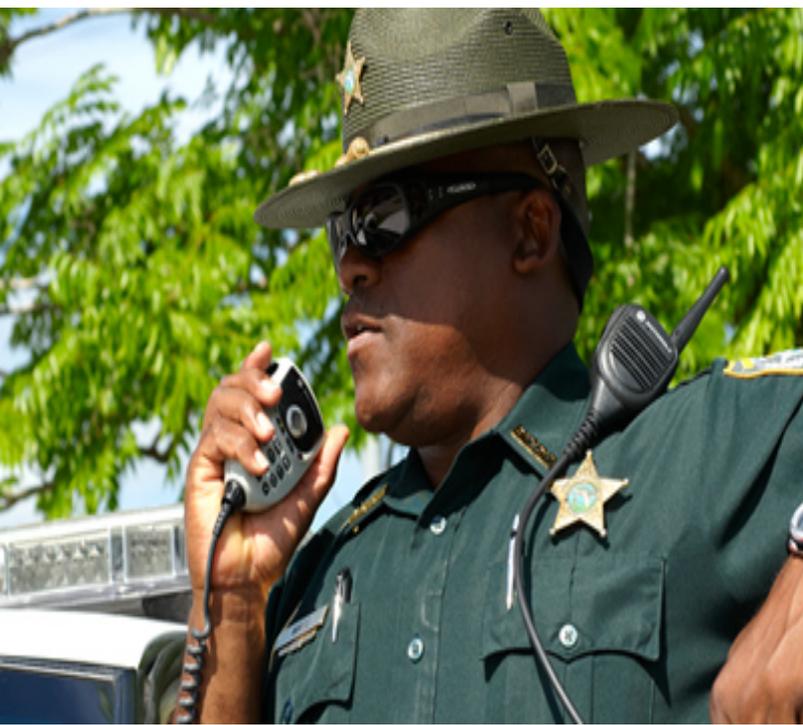
SIGNATURE:

By: 
Douglas M. Molczyk – Police Captain

Approved: 
Bret Strecker – Interim Chief of Police

Approved: 
Heather Lindsley – Finance Director

Approved: 
Tara Vasicek – City Administrator



COLUMBUS POLICE DEPT, CITY OF

02/06/2025

02/06/2025

COLUMBUS POLICE DEPT, CITY OF
2330 14TH ST
COLUMBUS, NE 68601

Dear Douglas Molczyk,

Motorola Solutions is pleased to present COLUMBUS POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide COLUMBUS POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kathie Hansel at khansel@eengineering.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kathie Hansel

Motorola Solutions Manufacturer's Representative

Billing Address:
 COLUMBUS POLICE DEPT, CITY
 OF
 2330 14TH ST
 COLUMBUS, NE 68601
 US

Quote Date:02/06/2025
 Expiration Date:04/07/2025
 Quote Created By:
 Kathie Hansel
 khansel@eengineering.com
 4025648497

End Customer:
 COLUMBUS POLICE DEPT, CITY OF
 Douglas Molczyk
 Douglas.molczyk@columbusne.us
 402-564-3201

Contract: 32517 - NEBRASKA ADMIN
 SERVICES CONTRACT #111563 O4
 Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22KSS9PW1BN	APX4500 ENHANCED VHF MOBILE	2	\$2,202.00	\$1,541.40	\$3,082.80
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	2	\$216.00	\$216.00	\$432.00
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	2	\$6.00	\$4.20	\$8.40
1c	G996AS	ENH: OVER THE AIR PROVISIONING	2	\$110.00	\$77.00	\$154.00
1d	GA00580AA	ADD: TDMA OPERATION	2	\$495.00	\$346.50	\$693.00
1e	GA00631AA	ADD: DVRS MSU ACTIVATION	2	\$275.00	\$192.50	\$385.00
1f	G67DQ	ADD: REMOTE MOUNT O2 APXM	2	\$327.00	\$228.90	\$457.80
1g	QA02812AE	ADD: P25 9600 TRUNKING W/ INTEROPERABILITY	2	\$2,277.00	\$1,593.90	\$3,187.80
1h	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	2	\$0.00	\$0.00	\$0.00
1i	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	2	\$814.00	\$569.80	\$1,139.60



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2	\$66.00	\$46.20	\$92.40
1k	G301AC	ADD:3BD ANT 136-174MHZ	2	\$64.00	\$44.80	\$89.60
1l	G843AH	ADD: AES ENCRYPTION AND ADP	2	\$523.00	\$366.10	\$732.20
1m	GA00804AA	ADD: APX O2 CH (GREY)	2	\$541.00	\$378.70	\$757.40
1n	G444AH	ADD: APX CONTROL HEAD SOFTWARE	2	\$0.00	\$0.00	\$0.00
1o	QA03399AA	ADD: ENHANCED DATA APX	2	\$165.00	\$115.50	\$231.00
1p	W22BA	ADD: STD PALM MICROPHONE APX	2	\$79.00	\$55.30	\$110.60
1q	QA09113AB	ADD: BASELINE RELEASE SW	2	\$0.00	\$0.00	\$0.00
	APX™ 8000 Series	APX8000				
2	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	3	\$8,085.00	\$5,659.50	\$16,978.50
2a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	3	\$6.00	\$4.20	\$12.60
2b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	3	\$567.00	\$396.90	\$1,190.70
2c	Q361AN	ADD: P25 9600 BAUD TRUNKING	3	\$330.00	\$231.00	\$693.00
2d	QA00580AA	ADD: TDMA OPERATION	3	\$495.00	\$346.50	\$1,039.50
2e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	3	\$184.00	\$184.00	\$552.00
2f	QA05509AA	DEL: DELETE UHF BAND	3	-\$800.00	-\$560.00	-\$1,680.00
2g	QA00631AB	ADD: DVRS PSU ACTIVATION	3	\$110.00	\$77.00	\$231.00
2h	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	3	\$0.00	\$0.00	\$0.00
2i	QA09001AB	ADD: WIFI CAPABILITY	3	\$330.00	\$231.00	\$693.00
2j	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	3	\$814.00	\$569.80	\$1,709.40
2k	H842AU	ADD: SINGLE UNIT PACKING	3	\$0.00	\$0.00	\$0.00
2l	QA03399AA	ADD: ENHANCED DATA APX	3	\$165.00	\$115.50	\$346.50
2m	H38BS	ADD: SMARTZONE OPERATION	3	\$1,650.00	\$1,155.00	\$3,465.00
2n	QA09113AB	ADD: BASELINE RELEASE SW	3	\$0.00	\$0.00	\$0.00
2o	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	3	\$110.00	\$77.00	\$231.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2p	Q629AH	ENH: AES ENCRYPTION AND ADP	3	\$523.00	\$366.10	\$1,098.30
3	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	3	\$186.50	\$130.55	\$391.65
4	PMMN4084A	AUDIO ACCESSORY- HEADSET, PLUS RSM NC IP54 THRD 3.5MM JACK RX	3	\$102.60	\$71.82	\$215.46

Grand Total
\$38,721.21(USD)
Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

13.C.Reallocate \$20,000 from CIP #25-04 for ambulance repairs.

**Columbus Fire Department
Memorandum
For Record**

DATE: 11 February 2025

TO: Tara Vasicek, City Administrator

FROM: Ryan S. Gray, Fire Chief

RE: Reallocation of CIP Funds for Apparatus Maintenance

RECOMMENDATIONS:

Reallocate \$20,000 from Ballistics Vest CIP #25-04 to Rescue Vehicle Maintenance 100-121-54330 to repair Medic 12 (2007) and Medic 1 (2019), and approve repairs up to \$20,000 for both units.

DISCUSSION:

Medic 12 is currently in the shop at Macqueen Emergency Solution Center in Omaha for multiple repairs that are needed. At this point, we have been quoted \$5,713.00 to make repairs to the air compressor system, and a diesel fuel leak, and to diagnose issues with steering and suspension. This quote will increase based on what they find during diagnostics for the steering and suspension and may require bending of the frame to correct the castor and/or camber. Based on our estimates and discussion with the repair shop, this could cost around \$10,000. I have attached to this memo the current estimate for repairs to this unit, but please remember the majority of this is diagnostic.

We have selected Macqueen as the provider of these services due to their specialized experience in emergency vehicle repairs. They are better equipped to handle repairs and are extremely familiar with the complex technicalities of these types of vehicles and the systems that are utilized. We have recently had repairs to our fire engine with Macqueen and their service, communication, and quality of work were exceptional.

Medic 1 is currently experiencing issues with the liquid spring suspension system. Captain Salak has been working with the manufacturer to determine whether or not these repairs will be covered under warranty, however, we have not been able to confirm this. We will not be able to get this unit in the shop until we get Medic 12 back from the repair shop. At this point, we will have a better idea as to the actual cost of repairs. We have not yet determined where this unit will need to go for repairs, as it is going to be dependent on whether or not they are covered under warranty.

I am requesting that we have the approval to spend up to \$20,000 on these repairs for both of these units. We will file the appropriate memos with the City Administrator as we move through the repair process to document progress and ensure transparency. There is still a lot of uncertainty on what exactly these units will need to be repaired, but to follow the appropriate purchasing processes

and to have these repairs completed as quickly as possible, we want to have the Council in the know and have their approval.

We have completed the purchase of the ballistics vests and have a remainder of \$21,826.86 that will fund the reallocation.

FISCAL IMPACT:

We are hoping that the combined cost of repairs will be less than the \$20,000 we are asking to reallocate and spend, but we want to be prepared just in case it reaches that threshold.

ALTERNATIVES:

We are not recommending any other options at this time.

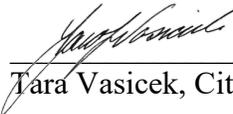
SIGNATURES:



Ryan S. Gray, Fire Chief



Heather Lindsley, Finance Director



Tara Vasicek, City Administrator



MACQUEEN™

MacQueen
14725 Grover Street
Omaha, NE 68144
402-810-6288

Ship To: SAME AS BELOW

Invoice To: COLUMBUS FIRE DEPARTMENT
Po Box 1677
Columbus NE 68602

Branch 18 - OMAHA, NE		
Date 02/09/2025	Time 12:44:49 (O)	Page 1
Account No COLUM007	Phone No 4025648129	Est No 02 000255
Ship Via	Purchase Order TBD	
Tax ID No		
	Salesperson 314	

ESTIMATE EXPIRY DATE: 02/28/2025

SERVICE ESTIMATE - NOT AN INVOICE

***** Segment 01 *****

Stock #: C049678 MED 12 2007 MEDTEC RESCUE MS #: M7416
Make: MI Model: RESCUE SQUAD
Is to have the following work done

ADD KUSSMAUL AUTO EJECT

COMPLAINT:

REMOVE INNER COMPARTMENT WALL AND ADD AIR AUTO EJECT NEXT TO ELECTRICAL AUTO EJECT.

ADDITIONAL DESCRIPTION:

INSTALL AN ADDED STATION AIR SUPPLY KUSSMAUL AIR AUTO EJECT NEAR THE ELECTRICAL KUSSMAUL AUTO EJECT PORT ON THE MED UNIT TO HELP WITH AIR COMPRESSOR RUNNING.

<u>Part#</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
091-28	KUSSMAUL AIR EJ	1	338.00	338.00
	KUSSMAUL AIR EJECT AUTO AIR LINE DISCONNECT			

MISCELLANEOUS CHARGES:	<u>Description</u>	<u>Price</u>	<u>Amount</u>
	SHOP SUPPLIES		

Parts:	338.00
Labor:	700.00
Miscellaneous:	85.00
Subtotal:	1123.00

Authorization: _____

***** Segment 02 *****

CHECK FOR AIR LEAKS ON THE ON BOARD AIR RIDE / COMPRESSOR

ADDITIONAL DESCRIPTION:

CHECK FOR AIR LEAKS AND OTHER ISSUES WITH THE AIR RIDE SUSPENSION SYSTEM TO FIX THEM TO GET THEM TO A MINIMUM OR



MACQUEEN™

MacQueen
14725 Grover Street
Omaha, NE 68144
402-810-6288

Ship To: SAME AS BELOW

Invoice To: COLUMBUS FIRE DEPARTMENT
Po Box 1677
Columbus NE 68602

Branch 18 - OMAHA, NE		
Date 02/09/2025	Time 12:44:49 (O)	Page 2
Account No COLUM007	Phone No 4025648129	Est No 02 000255
Ship Via	Purchase Order TBD	
Tax ID No		
	Salesperson 314	

ESTIMATE EXPIRY DATE: 02/28/2025

SERVICE ESTIMATE - NOT AN INVOICE

NO LEAKS.

<u>Part#</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
MISC PARTS	MATERIAL	1	250.00	250.00
MISCELLANEOUS CHARGES:	<u>Description</u>		<u>Price</u>	<u>Amount</u>
	MISC SHOP SUPPLIES			

Parts: 250.00
 Labor: 1750.00
 Miscellaneous: 75.00
 Subtotal: 2075.00

Authorization: _____

***** Segment 03 *****

CHECK OUT THE DIESEL FUEL LEAK ON THE ENGINE
ADDITIONAL DESCRIPTION:
NEED TO CHECK OUT WHERE THE DIESEL FUEL LEAK IS COMING FROM
ON THE ENGINE AND WHAT IT NEEDS FOR REPAIRS.

<u>Part#</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
MISC PARTS	MATERIAL	1	100.00	100.00
MISCELLANEOUS CHARGES:	<u>Description</u>		<u>Price</u>	<u>Amount</u>
	MISC SHOP SUPPLIES			

Parts: 100.00
 Labor: 525.00
 Miscellaneous: 15.00
 Subtotal: 640.00

Authorization: _____



MACQUEEN™

MacQueen
14725 Grover Street
Omaha, NE 68144
402-810-6288

Ship To: SAME AS BELOW

Invoice To: COLUMBUS FIRE DEPARTMENT
Po Box 1677
Columbus NE 68602

Branch 18 - OMAHA, NE		
Date 02/09/2025	Time 12:44:49 (O)	Page 3
Account No COLUM007	Phone No 4025648129	Est No 02 000255
Ship Via	Purchase Order TBD	
Tax ID No		
	Salesperson 314	

ESTIMATE EXPIRY DATE: 02/28/2025

SERVICE ESTIMATE - NOT AN INVOICE

***** Segment 04 *****

CHECK OUT THE SWAY DRIVE ABILITY OF THE ME UNIT
ADDITIONAL DESCRIPTION:
CHECK OUT THE SWAY THE MED UNIT IS EXPERINCEING WHILE
DRIVING TO SEE WHAT IT NEEDED. WILL HAVE IT ALIGNED HERE
AFTER CHAECKING THE UNIT OUT AS NEEDED. ANYTHING NEEDED
AFTER THISW SWILL BE QUOTED OUT FURTHER.

<u>Part#</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
SUBLETL	SUBLET - LABOR	1	475.00	475.00

Authorization: _____

Labor: 1400.00
Sublet: 475.00
Subtotal: 1875.00

Parts: 688.00
Labor: 4375.00
Sublet: 475.00
Miscellaneous: 175.00
TOTAL: 5713.00

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

14. RESOLUTIONS

14.A. Resolution No. R25-25 approving loan agreement with Quail Meadows LLC in the amount of \$800,000 for work-force housing and infrastructure development in Phase One of the First Addition of Quail Meadows Subdivision using economic development plan funds as recommended by the Citizens Advisory Review Committee.

RESOLUTION NO. 25-25

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A LOAN AGREEMENT WITH QUAIL MEADOWS, LLC IN THE AMOUNT OF \$800,000 FOR WORK-FORCE HOUSING AND INFRASTRUCTURE DEVELOPMENT IN PHASE ONE OF THE FIRST ADDITION OF QUAIL MEADOWS SUBDIVISION, USING ECONOMIC DEVELOPMENT PLAN FUNDS AS RECOMMENDED BY THE CITIZENS ADVISORY REVIEW COMMITTEE, A COPY OF SAID AGREEMENT IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTION THEREOF IN CONFLICT HEREWITH.

WHEREAS, under the City of Columbus, Nebraska’s Economic Development Plan, 2019 through 2027, a primary goal of said plan is to “improve housing options for both current and prospective employees and families” and an eligible activity under such plan is “housing projects designed to create workforce housing for employees and families”; and

WHEREAS, Quail Meadows, LLC., is developing workforce housing Phase One of the First Addition of Quail Meadows Subdivision in the form of a mixture of single-family detached homes (13 units) and townhomes (18 units); and

WHEREAS, Quail Meadows, LLC’s application for Local Economic Development Funds has been reviewed by the Citizens Advisory Review Committee (CARC); and

WHEREAS, the CARC has recommended the loan be approved by the City Council in the amount of \$800,000 as detailed in the attached Loan Agreement which is made a part of this Resolution by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Loan Agreement with Quail Meadows, LLC in the amount of \$800,000 for assistance from the City’s Local Economic Development Fund for work-force housing and infrastructure development in Phase One of the First Addition of Quail Meadows Subdivision is hereby approved, a copy of said Loan Agreement is attached hereto and incorporated herein by this reference 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 _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



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

memorandum

DATE: January 27, 2025
TO: Tara Vasicek, City Administrator
FROM: Jean Van Iperen, Planning & Economic Development Co
RE: LB840 Loan for Quail Meadows LLC

RECOMMENDATION:

Approval of the resolution

DISCUSSION:

The Citizens Advisory Review Committee (CARC) reviewed and approved for recommendation the application of Quail Meadow LLC for a \$800,000 loan at 2% interest from the LB840 funds. The proposed LB840 loan will be payable in installments over a period of three years. The borrower will be constructing 13 single family detached homes and 18 townhome units. The loan will assist with infrastructure development within Phase One of the first addition to Quail Meadows Subdivision.

This expansion aligns with the city's strategic objectives to improve housing options for both current and prospective employees and families and is an eligible activity under the plan to support housing projects designed to create workforce housing.

The recommendation for this loan comes from the Community Advisory Review Committee (CARC).

ALTERNATIVE:

Do not approve.

Signature:

Approved By: _____

LOAN AGREEMENT

This Agreement is made and entered into as of the dates indicated below, by and between The City of Columbus, a municipal corporation of the State of Nebraska (hereinafter referred to as the "Lender"), and Quail Meadows LLC, a limited liability company of the State of Nebraska (hereinafter referred to as "Borrower").

WHEREAS, Borrower has submitted an application for financial assistance from Lender's "840" Local Economic Development Fund for financial assistance in its desired construction residential construction of Phase One of the First Addition of Quail Meadows Subdivision in the City of Columbus; and

WHEREAS, the application for "840" Local Economic Development Funds has been reviewed by the Citizens Advisory Review Committee (CARC) and the CARC has generally recommended the loan be approved by the City Council for in the amount of \$800,000 at 2% interest; and

WHEREAS, the parties are desirous to proceed with such loan under the terms and conditions of this Loan Agreement, and the corresponding Deeds of Trust and Promissory Note.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose of Loan. The Lender is making a loan, as herein described in this Agreement, to Borrower under the Lender's Economic Development Program to assist Borrower with its construction of Phase One of the First Addition of Quail Meadows Subdivision. The purpose of this loan is related to work-force housing.

The lots within said First Addition of Quail Meadows Subdivision to be constructed (which are currently owned by Borrower) are legally described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13 & 14, Block A, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska.

AND

Lots 1, 2, 15, 16, 19, & 20, Block B, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte

County, Nebraska.

AND

Lots 1, 2, 3, 4, 5, & 6, Block C, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska.

Said subdivision is located in Columbus, NE, south of 1st Street between 10th and 14th Avenues.

Borrower shall construct a mixture of single-family detached homes (14 units), townhomes (20 units), and row housing units (24 units). Borrower shall use the proceeds from this loan to assist with infrastructure development within Phase One of the First Addition of Quail Meadows Subdivision.

2. Borrower Requirements. Borrower shall be required to:
 - a. Only use the loan proceeds contemplated herein for the purposes that have been stated in this Agreement.
 - b. Allow Lender, or its designated agents, access to inspect the property described in Paragraph 1 and all properties Borrower owns in the Quail Meadows Subdivision.
 - c. Promptly inform Lender in writing of all material changes in Borrower's financial condition, and all existing and all threatened litigation, claims, investigation, administrative proceedings, or similar actions affecting Borrower or any of its members which could materially affect the financial condition of Borrower or the financial condition of any of its members.
 - d. Construct the First Addition of Quail Meadows Subdivision so that it substantially and materially adheres to Borrower's proposal that it made in its "Economic Development Plan Application", attachments thereto, and any amendments thereto. Said application, attachments, and amendments are incorporated herein by this reference.
 - e. Use the land designated for Phase Two of the First Addition of Quail Meadows Subdivision as collateral for the loan contemplated herein and complete all required documents to effectuate this.
 - f. Use the land designated for Phase Three of the First Addition of Quail Meadows Subdivision as collateral for the loan contemplated herein and complete all required documents to effectuate this.
3. Loan Amount and Disbursement. Lender will lend Borrower the total sum of Eight Hundred Thousand (\$800,000.00) at a two percent (2%) interest fixed rate. When ready to

proceed with its project the Borrower shall in writing request the distribution of these funds from Lender. However, the parties agree that should Borrower fail to timely request and/or receive the distribution from Lender prior to July 31, 2025, that this Agreement shall automatically be voided and immediately terminated. Should this Agreement voided and terminated then:

- a. Borrower shall have no right to the funds contemplated herein and releases and relinquishes any and all claims and said funds;
- b. Lender shall not provide any Local Economic Development funds to Borrower that as are contemplated herein;
- c. Borrower shall no longer be obligated to sign any Promissory Notes or Deeds to Trust; and
- d. Lender may in its sole discretion reallocate in any manner which it sees fit to another applicant/recipient the Local Economic Development funds that were contemplated herein.

4. Repayment. Borrower shall repay the total Loan Amount in installments over a period of two (2) years following the date of distribution as stated in Paragraph 3 above. Such installment payments shall be made in the manner and according to the schedule contained in a Loan Amortization Schedule, said Loan Amortization Schedule is attached hereto as "Exhibit A" and is hereby incorporated into and made a part of this Agreement by this reference. However, should all of Borrower lots in Phase One of the First Addition of Quail Meadows Subdivision be sold prior to the completion of the two-year payment schedule, then Borrower agrees that any and all remaining outstanding balance is due and shall be paid within six (6) months for the final lot's closing date or at the conclusion of the aforementioned two-year period whichever is sooner. Borrower shall immediately inform Lender of the closing date on its last remaining lot.

Borrower may prepay this obligation, in full or in part, at any time. No penalty will be assessed for any prepayment.

Borrower shall execute a Promissory Note securing the full sum of sum of Eight Hundred Thousand (\$800,000.00). Said Promissory Note shall be further secured by the following:

- a. A Deed of Trust (in first position) on the land of Phase Two of the First Addition of Quail Meadows Subdivision, which is more particularly described as follows:

Outlot 1, Block B, Quail Meadows Addition to the City of Columbus, Platte County, Nebraska.

securing the total \$800,000 on said real property.

- b. A Deed of Trust (in second position) on the land of Phase One of the First Addition of Quail Meadows Subdivision, which is more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,13 & 14, Block A, Quail Meadows Addition, A Subdivision of Part of the Northeast

1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska.

AND

Lots 1, 2, 15, 16, 19, & 20, Block B, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska.

AND

Lots 1, 2, 3, 4, 5, & 6, Block C, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska.

securing the total \$800,000 on said real property.

- c. A Deed of Trust (in first position) on the land of Phase Three of the First Addition of Quail Meadows Subdivision, which is more particularly described as follows:

A tract of land located in the East 1/2 of the Southwest 1/4 of Section 29, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Quail Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S 01°35'14" E on East Right-of-Way line of 14th Avenue, 759.50 feet; thence N 88°32'45" E, 1284.69 feet to a point on the East line of the Southeast 1/4 of the Southwest 1/4 of Section 29, T17N, R1E of the 6th P.M., Platte County, Nebraska; thence N 01°34'15" W on said East line, 184.16 feet to the Southeast Corner of the Northeast 1/4 of said Southwest 1/4; thence N 01°31'55" W on the East line of the Northeast 1/4 of said Southwest 1/4, 578.47 feet to the Southeast Corner of said Quail Meadows Addition; thence S 88°24'22" W on the South line of said Quail Meadows Addition, 1285.30 feet to the Point of Beginning.

securing the total \$800,000 on said real property.

Said Promissory Note and Deeds of Trust are hereby incorporated into and made a part of this Agreement by this reference.

5. Other Documents Incorporated and To Be Completed. Borrower shall complete,

execute, and provide the following documents to the satisfaction of Lender; all of said documents are fully made a part hereto and incorporated herein to this Agreement by this reference:

- Promissory Note.
- Deed of Trust.
 - o For the real property for Phase Two of the First Addition of Quail Meadows Subdivision.
- Deed of Trust.
 - o For the real property for Phase One of the First Addition of Quail Meadows Subdivision.
- Deed of Trust.
 - o For the real property for Phase Three of the First Addition of Quail Meadows Subdivision.
- Resolution of Quail Meadows LLC for authorizing the loan contemplated herein and execution of all necessary documents.

6. Insurance. Borrower shall at all times while this Agreement is operable, maintain and/or cause to be in effect, insurance policies (which may include, but not necessarily limited to: fire insurance, public liability insurance, flood insurance, hazard insurance, and other risk insurances) that at a minimum cover the entire outstanding indebtedness. Lender will be named as additional insured on all policies. Borrower upon request will provide Lender with annual certificates from its insurers confirming the existence of the insurance coverage required herein. Borrower shall immediately notify Lender of any cancellation or lapse of coverage.

7. Taxes, Liens, and Charges. Borrower shall pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach.

8. Status Reports. Annual status reports must be provided to Lender by Borrower. Therefore, Borrower shall provide information, in any format requested, to Lender annually or at any time Lender may otherwise request this information.

9. Project Publicity. Borrower agrees to allow Lender to issue news releases, take photos, and otherwise share information and/or make announcements about this project. Lender is not required to obtain any approval, written or otherwise, from the Borrower.

10. Default and Acceleration of Debt. If Borrower shall default under this Agreement, either Deed of Trust, or the Promissory Note, then Lender may utilize all such remedies as may be available in this Agreement, the Deeds of Trust, the Promissory Notes, or as

may otherwise be available in law or in equity. In the event of a default, Lender may at its option declare the entire indebtedness to be immediately due and payable. The failure of Borrower to fulfill any of its obligations under this Agreement shall obligate Borrower to pay all expenses, including reasonable attorney fees, incurred by the Lender because of that failure. The Parties agree that every condition, covenant, and provision of this Agreement, the Deeds of Trust, and the Promissory Note is material and reasonable. Any breach by Borrower of a condition, covenant, or provision of this Agreement, the Deeds of Trust, or the Promissory Note will constitute a material breach and a default of Borrower's obligations. Examples of material breaches including but are not limited to:

- a. Failure of Borrower to abide by any provision(s) of this Agreement, the Deeds of Trust, or the Promissory Note.
- b. Abandonment of the property by Borrower.
- c. Failure of Borrower to make the repayment obligations payment as required under this Agreement, the Deed of Trust, or the Promissory Note.
- d. Borrower files a voluntary petition under the Bankruptcy Act of the United States, or is judged bankrupt under such act, or is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency or makes a general assignment for the benefit of creditors.
- e. Discovery by Lender that any material information provided by Borrower related to its Economic Development Plan Application is/was materially false.
- f. Unapproved or unauthorized transfer of any interest acquired under this Agreement by Borrower.
- g. Use of the real estate for unlawful purposes by Borrower.
- h. Use of the real estate for primary purposes other than residential purposes.
- i. Maintaining, committing, or permitting of a nuisance on the real estate.
- j. Borrower's default(s) with any junior creditor / junior lien holder.
- k. The Lender in good faith believes itself insecure as to this loan.

11. Notices. The Parties expressly agree for the purposes of notice, including legal service of process during the term of this Agreement and for the period of any applicable statutes of limitations thereafter, for the following named individuals shall be the authorized representatives of the parties:

City of Columbus Attn: Tara Vasicek P.O. Box 1677 Columbus, NE 68602	Quail Meadows LLC. Attn: Clifford F. Mesner 1415 16 th Street PO Box 335 Central City, NE 68826
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Or such other representative at such address as either Party may designate from time to time by written notice to the other Party in accordance with this Paragraph.

All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is given or on the fifth (5th) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as shown above.

12. Non-Waiver. No waiver by Lender of any default shall operate as a waiver or any other default or of the same default on a future occasion.

13. Applicable Law. Lender and Borrower agree that Nebraska law shall govern this Agreement. The Parties shall submit to personal jurisdiction and subject matter jurisdiction of the State of Nebraska in Platte County for any dispute between the Parties. Borrower shall further comply will all Zoning, Permitting, and City Code requirements of the City of Columbus, Nebraska.

14. Binding Effect. This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns, and each other person or legal entity (including guarantors, members, endorsers, and sureties) of the parties hereto.

15. Severability. Invalidation of any one or more of the provisions of this Agreement, by judgment or court order, shall in no way affect any other provision of the Agreement, which other provisions shall remain in full force and effect.

16. Caption Headings. Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.

17. Modification of Agreement. This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

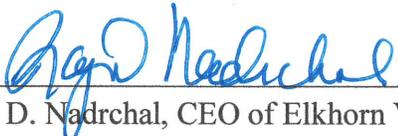
18. Authorization. Borrower's execution, delivery, and performance of this Agreement have been duly authorized by all necessary action by the Borrower and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the Borrower, or with any law, regulation, or court order that is applicable to the Borrower in any way. Steven Ramaekers, the President of Borrower, has been authorized to sign all documents associated with this Agreement on Borrower's behalf.

19. Counterparts. This Agreement may be executed in any number of counterparts,

including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document.

20. Full Integration. This document is a fully integrated agreement and supersedes any and all prior agreements, whether oral or written, between the parties, and this document embodies a full and complete understanding of the parties.

Executed this 9th Day of February, 2025, by Quail Meadows, LLC.

BY: 
Roger D. Nadrchal, CEO of Elkhorn Valley
Community Development Corporation d/b/a
NeighborWorks Northeast Nebraska, as member
of and on behalf of Quail Meadows, LLC.

Executed this _____ Day of _____, 2025, by The City of Columbus.

BY:

James Bulkley, Mayor of the
City of Columbus

ATTEST:

City Clerk, City of Columbus

APPROVED AS TO FORM:

City Attorney, City of Columbus

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“Exhibit A”

LOAN AMORTIZATION SCHEDULE

ENTER VALUES

Loan amount	\$800,000.00
Annual interest rate	2.00%
Loan period in years	2
Number of payments per year	4
Start date of loan	4/1/2025
Optional extra payments	\$0.00

LOAN SUMMARY

Scheduled payment	\$0.00
Scheduled number of payments	8
Actual number of payments	8
Total early payments	\$0.00
Total interest	\$26,000.00

LENDER NAME City of Columbus

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	4/1/2025	\$800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$800,000.00	\$4,000.00
2	7/1/2025	\$800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$800,000.00	\$8,000.00
3	10/1/2025	\$800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$800,000.00	\$12,000.00
4	1/1/2026	\$800,000.00	\$16,000.00	\$0.00	\$16,000.00	\$0.00	\$4,000.00	\$800,000.00	\$16,000.00
5	4/1/2026	\$800,000.00	\$204,000.00	\$0.00	\$204,000.00	\$200,000.00	\$4,000.00	\$800,000.00	\$20,000.00
6	7/1/2026	\$800,000.00	\$203,000.00	\$0.00	\$203,000.00	\$200,000.00	\$3,000.00	\$400,000.00	\$23,000.00
7	10/1/2026	\$400,000.00	\$202,000.00	\$0.00	\$202,000.00	\$200,000.00	\$2,000.00	\$200,000.00	\$25,000.00
8	1/1/2027	\$200,000.00	\$201,000.00	\$0.00	\$200,000.00	\$199,000.00	\$1,000.00	\$0.00	\$26,000.00

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PROMISSORY NOTE

\$800,000.00

FOR VALUABLE CONSIDERATION, Quail Meadows LLC (whose mailing address is, Attn: Clifford F. Mesner, 1415 16th Street, PO Box 335, Central City, NE 68826), the undersigned, promises to pay to the order of The City of Columbus (located at 2500 14th St, Columbus, Nebraska, 68602), the total sum of Eight Hundred Thousand Dollars (\$800,000.00) with two percent (2%) interest thereon as described herein, for payment of which it binds itself, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agree to pay this Note, with payment to be made as follows:

Quail Meadows LLC shall repay the total sum of Eight Hundred Thousand Dollars (\$800,000.00) with two percent (2%) interest thereon in installments over a period of two (2) years following the date of distribution. The distribution date will be _____, 2025. Such installment payments shall be made in the manner and according to the schedule contained in a Loan Amortization Schedule, said Loan Amortization Schedule is attached hereto as "Exhibit A" and is hereby incorporated into and made a part of this Agreement by this reference. However, should all of Quail Meadows LLC lots in Phase Two of the First Addition of Quail Meadows Subdivision be sold prior to the completion of the two years payment schedule, then Quail Meadows LLC agrees that any and all remaining outstanding balance is due and shall be paid within six (6) months for the final lot's closing date or at the conclusion of the aforementioned two-year period whichever is sooner.

In case of default in the payment or in case of a breach in any of the terms, conditions and covenants of that certain Loan Agreement, dated _____, 2025 and entered into between the City of Columbus and Quail Meadows LLC, (herein Loan Agreement) or the terms and conditions of the Deeds of Trust given to secure this Note, then upon occurrence of any of the above said events the entire indebtedness shall become due and payable at the option of the legal holder hereof and payment thereof may be enforced forthwith.

This document may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document

The terms, covenants, conditions, provisions, stipulations and agreements of the said Loan Agreement and said Deeds of Trust are hereby made a part of this Promissory Note to the same extent and with the same effect as if they were fully set forth herein, and the undersigned does hereby covenant and promise to abide by and comply with each and every covenant and condition set forth in this Promissory Note, the accompanying Loan Agreement and the Deeds of Trust given to secure the same.

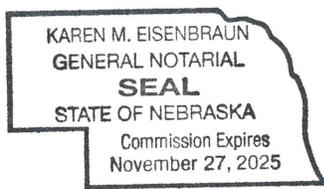
Dated this 9th day of February 2025.

Roger D. Nadrchal
Roger D. Nadrchal, CEO of Elkhorn Valley
Community Development Corporation d/b/a
NeighborWorks Northeast Nebraska, as
member of and on behalf of Quail Meadows,
LLC.

STATE OF NEBRASKA)
) ss.
COUNTY OF Madison)

Before me, a notary public qualified for said county, personally came Roger D. Nadrchal, CEO of Elkhorn Valley Community Development Corporation d/b/a NeighborWorks Northeast Nebraska, as member of and on behalf of Quail Meadows, LLC, known to me to be the identical person who signed the foregoing Promissory Note and acknowledged the execution thereof to be his/her voluntary act and deed.

DATED this 9th day of February, 2025.



Karen M. Eisenbraun
NOTARY PUBLIC

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“Exhibit A”

LOAN AMORTIZATION SCHEDULE

ENTER VALUES

Loan amount	\$800,000.00
Annual interest rate	2.00%
Loan period in years	2
Number of payments per year	4
Start date of loan	4/1/2025
Optional extra payments	\$0.00

LOAN SUMMARY

Scheduled payment	\$0.00
Scheduled number of payments	8
Actual number of payments	8
Total early payments	\$0.00
Total interest	\$26,000.00
LENDER NAME	City of Columbus

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	4/1/2025	\$800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$800,000.00	\$4,000.00
2	7/1/2025	\$800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$800,000.00	\$8,000.00
3	10/1/2025	\$800,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$800,000.00	\$12,000.00
4	1/1/2026	\$800,000.00	\$16,000.00	\$0.00	\$16,000.00	\$0.00	\$4,000.00	\$800,000.00	\$16,000.00
5	4/1/2026	\$800,000.00	\$204,000.00	\$0.00	\$204,000.00	\$200,000.00	\$4,000.00	\$600,000.00	\$20,000.00
6	7/1/2026	\$800,000.00	\$203,000.00	\$0.00	\$203,000.00	\$200,000.00	\$3,000.00	\$400,000.00	\$23,000.00
7	10/1/2026	\$400,000.00	\$202,000.00	\$0.00	\$202,000.00	\$200,000.00	\$2,000.00	\$200,000.00	\$25,000.00
8	1/1/2027	\$200,000.00	\$201,000.00	\$0.00	\$200,000.00	\$199,000.00	\$1,000.00	\$0.00	\$26,000.00

RESOLUTION OF QUAIL MEADOWS LLC FOR COLUMBUS ECONOMIC DEVELOPMENT LOAN

The members of Quail Meadows LLC, a Nebraska Limited Liability Company, do hereby certify that the following is a true, complete and accurate copy of a resolution adopted at a meeting of the Company duly and properly called and held on the 7th day of February, 2025. That a quorum was present at the meeting; that the resolutions are set forth in the minutes of the meeting and have not been rescinded or modified.

BE IT RESOLVED that the following: Roger D. Nadrchal, CEO of Elkhorn Valley Community Development Corporation d/b/a NeighborWorks Northeast Nebraska, as member of and on behalf of Quail Meadows, LLC, is hereby authorized to procure credit and borrow money on behalf of the Company from the City of Columbus, Nebraska, (from the City's economic development fund) and sign notes, agreements, deeds of trust, and other instruments to evidence the same and are further authorized to mortgage, pledge, assign, endorse and deliver any assets of the Company as security for any or all obligations of any kind of this Company to the City of Columbus with full power to withdraw, exchange, and substitute other securities for those originally pledged.

BE IT FURTHER RESOLVED that the powers and authority granted by this resolution shall continue in full force and effect until notice in writing is given to the City of Columbus, Nebraska, of the cancellation or modification thereof.

This resolution may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document.

Executed this 7th day of February, 2025.

Quail Meadows LLC, a Nebraska Limited Liability Company:

BY: Roger D. Nadrchal
Roger D. Nadrchal, CEO of Elkhorn Valley Community Development Corporation
d/b/a NeighborWorks Northeast Nebraska, as member of and on behalf of Quail
Meadows, LLC

BY: Kathryn Mesner
DocuSigned by: EBE247CEA3734D3...
Kathryn L. Mesner president of Mesner Development Company, a Nebraska
Corporation, as member of and on behalf of Quail Meadows, LLC

BY: Kelby Herman
DocuSigned by: 99E0F407DABC490...
Kelby Herman, managing member of Progressive Property Inspections, LLC, a
Nebraska limited liability company, as member of and on behalf of Quail Meadows,
LLC

Sipple, Hansen, Emerson
Schumacher, Klutman &
Valorz LLC
PO Box 1305
Columbus, NE 68602-1305

Return To:
City of Columbus
2500 14th Street
P.O. Box 1677
Columbus, NE 68601

NEBRASKA DEED OF TRUST

THIS DEED OF TRUST, is effective as of the ____ day of _____ 2025, by and between Quail Meadows, LLC, (whose mailing address is, Attn: Clifford F. Mesner, 1415 16th Street, PO Box 335, Central City, NE 68826) (hereinafter referred to as "Trustor"); and, Neal J. Valorz of Sipple, Hansen, Emerson, Schumacher, Klutman, & Valorz LLC Attorneys at Law (hereinafter referred to as "Trustee"), whose mailing address is P.O. Box 1305, Columbus, Nebraska 68602; and, The City of Columbus (hereinafter referred to as "Beneficiary"), a municipal corporation of the State of Nebraska, whose mailing address is P.O. Box 1677, Columbus, Nebraska, 68602.

FOR VALUABLE CONSIDERATION, including the indebtedness identified herein and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH THE POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, the real property located in the County of Platte, State of Nebraska, described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,13 & 14, Block A, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska.

AND

Lots 1, 2, 15, 16, 19, & 20, Block B, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska.

AND

Lots 1, 2, 3, 4, 5, & 6, Block C, Quail Meadows Addition, A Subdivision of Part of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska.

TOGETHER WITH, all rents, profits, royalties, income and other benefits derived from the Property (collectively the "rents"), all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, all right, title and interest of Trustor in and to any greater estate in the Property owned or hereafter acquired, all interest, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Property, all easements, rights-of-way, tenements, hereditaments and appurtenances thereof and thereto, all water rights, all mineral rights, all rights, titles and interests of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street or highway adjoining the Property, and any and all alleys and strips and gores of land adjacent to or used in connection with the Property, any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (hereinafter the "Improvements"), and all the estate interests, rights, titles, other claims or demands which Trustor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Trust Estate, including without limitation any awards resulting from a change of grade of streets and awards for severance damages. The entire estate, property and interest hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate".

FOR THE PURPOSE OF SECURING.

A. The Beneficiary is making a loan as herein described in this document to Trustor (Granville Custom Homes, Inc.) under the Beneficiary's Local Economic Development Fund.

B. Payment of an indebtedness in the total principal amount of \$800,000.00, with an annual interest rate of two percent (2%), evidenced by that certain Promissory Note of even date herewith (hereinafter the "Note") with a maturity date as specified in said Note, executed by Trustor, which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof, and;

B. Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon at the rate as specified in said Note. This Deed of Trust, the Promissory Note, Loan Agreement, and any other instrument(s) given to evidence or further secure the payment and

performance of any obligation secured hereby may hereafter be referred to collectively as the "Loan Instruments".

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Obligation. To pay when due the principal, and the interest, on the indebtedness evidenced by the Note, charges, fees, and all other sums as provided in the Loan Instruments.

2. Maintenance and Compliance with Laws. To keep the Trust Estate in good condition and repair; not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to promptly restore in a good and workmanlike manner any Improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation, and to pay and promptly discharge at Trustor's cost and expense all liens, encumbrances and charges levied, imposed or assessed against the Trust Estate or any part thereof.

3. Required Insurance. To at all times provide, maintain and keep in force, fire and extended coverage insurance against loss or damage to the Improvements. Such insurance policies shall contain a standard mortgage clause in favor of the Beneficiary and shall not be canceled or terminated without thirty (30) days prior written notice to Beneficiary. Evidence of such insurance shall be provided by Trustor upon request in an amount not less than the original amount of the Note. After the occurrence of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary. In the event of any damage or destruction of the Improvements, Beneficiary shall have the option in its sole discretion of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Beneficiary may determine, or (ii) to the restoration of the Improvements or (iii) to Trustor.

4. Taxes and Impositions.

(a) Trustor agrees to pay directly at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Trust Estate, or become due and which create, may create or appear to create a lien upon the Trust Estate, or any part thereof, (all of which taxes, assessments and other governmental and non-governmental charges of like

nature are hereinafter referred to as "Impositions"). Trustor will provide Beneficiary paid receipts of such payments being made upon the occurrence of such payment.

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment of the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary or this Trust Deed and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Beneficiary, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Trustor shall have no obligation to pay any franchise, estate inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

5. Actions Affecting Trust Estate. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees.

6. Eminent Domain. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (hereinafter the "Proceeds") are hereby assigned to Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require. In the event any portion of the Trust Estate is so taken or damaged, Beneficiary shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorney's fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Beneficiary may determine, or to apply all such Proceeds, after such deductions, to the

restoration of the Trust Estate upon such conditions as Beneficiary may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and Recorded in the County in which the Trust Estate is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

8. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

9. Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

10. Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

11. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby when due; or

(b) Trustor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Trustor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator or Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Trustor and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(d) A writ of execution or attachment or any similar process shall be entered against Trustor which shall become a lien on the Trust Estate or any portion thereof, or interest therein and such execution, attachment or similar process of judgment is not released, bonded, satisfied, vacated, or stayed within sixty (60) days after its entry or levy; or

(e) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation, or warranty contained in the Deed of Trust, Promissory Note, or other related Loan Instruments and Documents; or

(f) There has occurred a default under any loan, extension of credit, security agreement, purchase or sales agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay that indebtedness or Trustor's ability to perform Trustor's obligation under this Deed of Trust or any related document; or

(g) A material adverse change in Trustor's financial conditions, or Beneficiary believes the prospect of payment or performance of the indebtedness is impaired; or

(h) The Beneficiary in good faith believes itself insecure.

12. Acceleration Upon Default; Additional Remedies. In the event of any event of default Beneficiary may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Beneficiary may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney's fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon

occurrence of any event of default, including the right to exercise the power of sale;

(ii) Enact the power of sale and commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(iii) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause to be duly filed for record in the Official Records of the County in which the Trust Estate is located.

13. Foreclosure By Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse or such time as may then be required by law and after recording of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: All sums expended under the terms hereof, not then repaid, with accrued interest as specified in said note; all other sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice, except such as may be required by statute, make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

14. Appointment of Receiver. If an event of default described in Section 12 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate of the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor.

15. Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, its being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

16. Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

17. Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

18. Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

19. Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

20. Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

21. Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien on this Deed of Trust.

22. Counterparts. This Deed of Trust may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

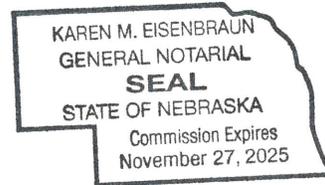
Quail Meadows, LLC.

BY: 
Roger D. Nadrchal, CEO of Elkhorn Valley Community Development Corporation d/b/a NeighborWorks Northeast Nebraska, as member of and on behalf of Quail Meadows, LLC.

STATE OF NEBRASKA)
) ss.
COUNTY OF Madison)

On this 9th day of February, 2025, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Roger D. Nadrchal, CEO of Elkhorn Valley Community Development Corporation d/b/a NeighborWorks Northeast Nebraska, as member of and on behalf of Quail Meadows, LLC, to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Karen M. Eisenbraun
Notary Public



Sipple, Hansen, Emerson
Schumacher, Klutman &
Valorz LLC
PO Box 1305
Columbus, NE 68602-1305

Return To:
City of Columbus
2500 14th Street
P.O. Box 1677
Columbus, NE 68601

NEBRASKA DEED OF TRUST

THIS DEED OF TRUST, is effective as of the ____ day of _____ 2025, by and between Quail Meadows, LLC, (whose mailing address is, Attn: Clifford F. Mesner, 1415 16th Street, PO Box 335, Central City, NE 68826) (hereinafter referred to as "Trustor"); and, Neal J. Valorz of Sipple, Hansen, Emerson, Schumacher, Klutman, & Valorz LLC Attorneys at Law (hereinafter referred to as "Trustee"), whose mailing address is P.O. Box 1305, Columbus, Nebraska 68602; and, The City of Columbus (hereinafter referred to as "Beneficiary"), a municipal corporation of the State of Nebraska, whose mailing address is P.O. Box 1677, Columbus, Nebraska, 68602.

FOR VALUABLE CONSIDERATION, including the indebtedness identified herein and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH THE POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, the real property located in the County of Platte, State of Nebraska, described as follows:

OUTLOT 1, QUAIL MEADOWS ADDITION TO THE CITY OF
COLUMBUS, PLATTE COUNTY, NEBRASKA.

TOGETHER WITH, all rents, profits, royalties, income and other benefits derived from the Property (collectively the "rents"), all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, all right, title and interest of Trustor in and to any greater estate in the Property owned or hereafter acquired, all interest, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Property, all easements, rights-of-way, tenements, hereditaments and appurtenances thereof and thereto, all water rights, all mineral rights, all rights, titles and interests of Trustor, now owned or hereafter acquired, in and to any

land lying within the right-of-way of any street or highway adjoining the Property, and any and all alleys and strips and gores of land adjacent to or used in connection with the Property, any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (hereinafter the "Improvements"), and all the estate interests, rights, titles, other claims or demands which Trustor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Trust Estate, including without limitation any awards resulting from a change of grade of streets and awards for severance damages. The entire estate, property and interest hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate".

FOR THE PURPOSE OF SECURING.

A. The Beneficiary is making a loan as herein described in this document to Trustor (Granville Custom Homes, Inc.) under the Beneficiary's Local Economic Development Fund.

B. Payment of an indebtedness in the total principal amount of \$800,000.00, with an annual interest rate of two percent (2%), evidenced by that certain Promissory Note of even date herewith (hereinafter the "Note") with a maturity date as specified in said Note, executed by Trustor, which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof, and;

B. Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon at the rate as specified in said Note. This Deed of Trust, the Promissory Note, Loan Agreement, and any other instrument(s) given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to collectively as the "Loan Instruments".

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Obligation. To pay when due the principal, and the interest, on the indebtedness evidenced by the Note, charges, fees, and all other sums as provided in the Loan Instruments.

2. Maintenance and Compliance with Laws. To keep the Trust Estate in good condition and repair; not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to promptly restore in a

good and workmanlike manner any Improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation, and to pay and promptly discharge at Trustor's cost and expense all liens, encumbrances and charges levied, imposed or assessed against the Trust Estate or any part thereof.

3. Required Insurance. To at all times provide, maintain and keep in force, fire and extended coverage insurance against loss or damage to the Improvements. Such insurance policies shall contain a standard mortgage clause in favor of the Beneficiary and shall not be canceled or terminated without thirty (30) days prior written notice to Beneficiary. Evidence of such insurance shall be provided by Trustor upon request in an amount not less than the original amount of the Note. After the occurrence of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary. In the event of any damage or destruction of the Improvements, Beneficiary shall have the option in its sole discretion of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Beneficiary may determine, or (ii) to the restoration of the Improvements or (iii) to Trustor.

4. Taxes and Impositions.

(a) Trustor agrees to pay directly at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Trust Estate, or become due and which create, may create or appear to create a lien upon the Trust Estate, or any part thereof, (all of which taxes, assessments and other governmental and non-governmental charges of like nature are hereinafter referred to as "Impositions"). Trustor will provide Beneficiary paid receipts of such payments being made upon the occurrence of such payment.

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment of the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary or this Trust Deed and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Beneficiary, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Trustor shall have no obligation to pay any franchise, estate inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

5. Actions Affecting Trust Estate. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to

pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees.

6. Eminent Domain. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (hereinafter the "Proceeds") are hereby assigned to Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require. In the event any portion of the Trust Estate is so taken or damaged, Beneficiary shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorney's fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Beneficiary may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Trust Estate upon such conditions as Beneficiary may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and Recorded in the County in which the Trust Estate is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

8. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

9. Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to

enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

10. Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

11. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby when due; or

(b) Trustor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Trustor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator or Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Trustor and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(d) A writ of execution or attachment or any similar process shall be entered against Trustor which shall become a lien on the Trust Estate or any portion thereof, or interest therein and such execution, attachment or similar process of judgment is not released, bonded, satisfied, vacated, or stayed within sixty (60) days after its entry or levy; or

(e) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation, or warranty contained in the Deed of Trust, Promissory Note, or other related Loan Instruments and Documents; or

(f) There has occurred a default under any loan, extension of credit, security agreement, purchase or sales agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay that indebtedness or Trustor's ability to perform Trustor's obligation under this Deed of Trust or any related document; or

(g) A material adverse change in Trustor's financial conditions, or Beneficiary believes the prospect of payment or performance of the indebtedness is impaired; or

(h) The Beneficiary in good faith believes itself insecure.

12. Acceleration Upon Default; Additional Remedies. In the event of any event of default Beneficiary may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Beneficiary may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney's fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(ii) Enact the power of sale and commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(iii) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause to be duly filed for record in the Official Records of the County in which the Trust Estate is located.

13. Foreclosure By Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse or such time as may then be required by law and after recording of such Notice of Default and after Notice of Sale having

been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: All sums expended under the terms hereof, not then repaid, with accrued interest as specified in said note; all other sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice, except such as may be required by statute, make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

14. Appointment of Receiver. If an event of default described in Section 12 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate of the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor.

15. Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, its being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter

existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

16. Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

17. Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

18. Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

19. Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

20. Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

21. Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action

Sipple, Hansen, Emerson
Schumacher, Klutman &
Valorz LLC
PO Box 1305
Columbus, NE 68602-1305

Return To:
City of Columbus
2500 14th Street
P.O. Box 1677
Columbus, NE 68601

NEBRASKA DEED OF TRUST

THIS DEED OF TRUST, is effective as of the ____ day of _____ 2025, by and between Quail Meadows, LLC, (whose mailing address is, Attn: Clifford F. Mesner, 1415 16th Street, PO Box 335, Central City, NE 68826) (hereinafter referred to as "Trustor"); and, Neal J. Valorz of Sipple, Hansen, Emerson, Schumacher, Klutman, & Valorz LLC Attorneys at Law (hereinafter referred to as "Trustee"), whose mailing address is P.O. Box 1305, Columbus, Nebraska 68602; and, The City of Columbus (hereinafter referred to as "Beneficiary"), a municipal corporation of the State of Nebraska, whose mailing address is P.O. Box 1677, Columbus, Nebraska, 68602.

FOR VALUABLE CONSIDERATION, including the indebtedness identified herein and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH THE POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, the real property located in the County of Platte, State of Nebraska, described as follows:

A tract of land located in the East 1/2 of the Southwest 1/4 of Section 29, T17N, R1E of the 6th P.M., Platte County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Quail Meadows Addition to the City of Columbus, Platte County, Nebraska; thence S 01°35'14" E on East Right-of-Way line of 14th Avenue, 759.50 feet; thence N 88°32'45" E, 1284.69 feet to a point on the East line of the Southeast 1/4 of the Southwest 1/4 of Section 29, T17N, R1E of the 6th P.M., Platte County, Nebraska; thence N 01°34'15" W on said East line, 184.16 feet to the Southeast Corner of the Northeast 1/4 of said Southwest 1/4; thence N 01°31'55" W on the East line of the Northeast 1/4 of said Southwest 1/4,

578.47 feet to the Southeast Corner of said Quail Meadows Addition; thence S 88°24'22" W on the South line of said Quail Meadows Addition, 1285.30 feet to the Point of Beginning .

TOGETHER WITH, all rents, profits, royalties, income and other benefits derived from the Property (collectively the "rents"), all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, all right, title and interest of Trustor in and to any greater estate in the Property owned or hereafter acquired, all interest, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Property, all easements, rights-of-way, tenements, hereditaments and appurtenances thereof and thereto, all water rights, all mineral rights, all rights, titles and interests of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street or highway adjoining the Property, and any and all alleys and strips and gores of land adjacent to or used in connection with the Property, any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (hereinafter the "Improvements"), and all the estate interests, rights, titles, other claims or demands which Trustor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Trust Estate, including without limitation any awards resulting from a change of grade of streets and awards for severance damages. The entire estate, property and interest hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate".

FOR THE PURPOSE OF SECURING.

A. The Beneficiary is making a loan as herein described in this document to Trustor (Granville Custom Homes, Inc.) under the Beneficiary's Local Economic Development Fund.

B. Payment of an indebtedness in the total principal amount of \$800,000.00, with an annual interest rate of two percent (2%), evidenced by that certain Promissory Note of even date herewith (hereinafter the "Note") with a maturity date as specified in said Note, executed by Trustor, which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof, and;

B. Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon at the rate as specified in said Note. This Deed of Trust, the Promissory Note, Loan Agreement, and any other instrument(s) given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to collectively as the

"Loan Instruments".

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Obligation. To pay when due the principal, and the interest, on the indebtedness evidenced by the Note, charges, fees, and all other sums as provided in the Loan Instruments.

2. Maintenance and Compliance with Laws. To keep the Trust Estate in good condition and repair; not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to promptly restore in a good and workmanlike manner any Improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefore, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation, and to pay and promptly discharge at Trustor's cost and expense all liens, encumbrances and charges levied, imposed or assessed against the Trust Estate or any part thereof.

3. Required Insurance. To at all times provide, maintain and keep in force, fire and extended coverage insurance against loss or damage to the Improvements. Such insurance policies shall contain a standard mortgage clause in favor of the Beneficiary and shall not be canceled or terminated without thirty (30) days prior written notice to Beneficiary. Evidence of such insurance shall be provided by Trustor upon request in an amount not less than the original amount of the Note. After the occurrence of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary. In the event of any damage or destruction of the Improvements, Beneficiary shall have the option in its sole discretion of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Beneficiary may determine, or (ii) to the restoration of the Improvements or (iii) to Trustor.

4. Taxes and Impositions.

(a) Trustor agrees to pay directly at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Trust Estate, or become due and which create, may create or appear to create a lien upon the Trust Estate, or any part thereof, (all of which taxes, assessments and other governmental and non-governmental charges of like nature are hereinafter referred to as "Impositions"). Trustor will provide Beneficiary paid receipts

of such payments being made upon the occurrence of such payment.

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment of the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary or this Trust Deed and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Beneficiary, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Trustor shall have no obligation to pay any franchise, estate inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

5. Actions Affecting Trust Estate. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees.

6. Eminent Domain. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (hereinafter the "Proceeds") are hereby assigned to Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require. In the event any portion of the Trust Estate is so taken or damaged, Beneficiary shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorney's fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Beneficiary may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Trust Estate upon such conditions as Beneficiary may determine. Such

application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and Recorded in the County in which the Trust Estate is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

8. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

9. Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

10. Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

11. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby when due; or

(b) Trustor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment or decree approving a

petition filed against Trustor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator or Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Trustor and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(d) A writ of execution or attachment or any similar process shall be entered against Trustor which shall become a lien on the Trust Estate or any portion thereof, or interest therein and such execution, attachment or similar process of judgment is not released, bonded, satisfied, vacated, or stayed within sixty (60) days after its entry or levy; or

(e) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation, or warranty contained in the Deed of Trust, Promissory Note, or other related Loan Instruments and Documents; or

(f) There has occurred a default under any loan, extension of credit, security agreement, purchase or sales agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay that indebtedness or Trustor's ability to perform Trustor's obligation under this Deed of Trust or any related document; or

(g) A material adverse change in Trustor's financial conditions, or Beneficiary believes the prospect of payment or performance of the indebtedness is impaired; or

(h) The Beneficiary in good faith believes itself insecure.

12. Acceleration Upon Default; Additional Remedies. In the event of any event of default Beneficiary may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Beneficiary may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney's fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(ii) Enact the power of sale and commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(iii) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause to be duly filed for record in the Official Records of the County in which the Trust Estate is located.

13. Foreclosure By Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse or such time as may then be required by law and after recording of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: All sums expended under the terms hereof, not then repaid, with accrued interest as specified in said note; all other sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice, except such as may be required by statute, make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

14. Appointment of Receiver. If an event of default described in Section 12 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate of the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor.

15. Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, its being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

16. Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

17. Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

18. Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

19. Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any

notice, demand, request or other communication with respect to this Deed of Trust, each such notice demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

20. Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

21. Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien on this Deed of Trust.

22. Counterparts. This Deed of Trust may be executed in any number of counterparts, including by way of electronically scanned or emailed signatures, each of which shall be an original and which together shall constitute a single document

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Quail Meadows, LLC.

BY: 

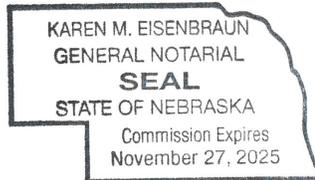
Roger D. Nadrchal, CEO of Elkhorn Valley Community Development Corporation d/b/a NeighborWorks Northeast Nebraska, as member of and on behalf of Quail Meadows, LLC.

*****Remainder of page left intentionally blank*****

STATE OF NEBRASKA)
) ss.
COUNTY OF Madison)

On this 9th day of February, 2025, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Roger D. Nadrchal, CEO of Elkhorn Valley Community Development Corporation d/b/a NeighborWorks Northeast Nebraska, as member of and on behalf of Quail Meadows, LLC, to me known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Karen M. Eisenbraun
Notary Public



*****Remainder of page left intentionally blank*****

14.B. Resolution No. R25-26 approving municipality financial agreement with State of Nebraska Department of Transportation for Columbus South Bridges improvements on U.S. Highways 30 and 81 (Loup River Bridges).

RESOLUTION NO. R25-26

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE MUNICIPALITY FINANCIAL AGREEMENT WITH THE STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO COLUMBUS SOUTH BRIDGES LOCATED ON U.S. HIGHWAYS 30 AND 81, CONTROL NUMBER 31983, AGREEMENT NUMBER XL2416, 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, State of Nebraska Department of Transportation (NDOT) intends to improve a Columbus South Bridges located on U.S. Highway 30 and 81; and

WHEREAS, NDOT intends to designate this as Project No. NH-30-5(131) and Control Number 31983; and

WHEREAS, a copy of this agreement Number XL2416 is attached hereto and fully incorporated herein by this reference; and

WHEREAS, the City is entering into an agreement with the NDOT for purposes of improving a portion of U.S. Highways 30 and 81; and

WHEREAS, this agreement describes the roles and responsibilities of NDOT and the City of Columbus concerning this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the municipality financial agreement with the State of Nebraska Department of Transportation for improvements to Columbus South Bridges located on U.S. Highways 30 and 81, a copy of which is incorporated herein by this reference, is approved; and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: January 30, 2025
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: NDOT-City Municipal Financial Agreement
Columbus South Bridges

Elected Official Sponsors: Roth, Bahr, Hiemer and Bulkley

RECOMMENDATION:

Approval of the Nebraska Department of Transportation (NDOT)-City of Columbus Municipal Financial Agreement Program for the Columbus South Bridges Project NDOT Project No. NH-30-5(131), C.N. 31983 on US Highway 30/81.

DISCUSSION:

The agreement defines roles and responsibilities; description of improvements; betterment and non-betterment improvements; estimated cost share amounts; anticipated construction schedule; and related items. Project is scheduled to bid in early 2025 with construction starting in 2025 and constructed over two or three construction years. Each segment will have internal phasing.

Construction includes the replacement of the southbound truss bridge over the Loup River to include a shared use path; repairing the northbound bridge over the Loup River; replacing the southbound portion of the subway bridge over Pawnee Park Drive; removing and replacing concrete related concrete pavement; associated tie-in improvements for the shared use path to connect to the Pawnee Park Trail; reconstruction medians; roadway lighting; guardrail; and permanent pavement markings.

Project will include a Columbus Loup River Left Bank Levee Emergency Action Plan and Municipal Separate Storm Sewer System plan. In addition and in a separate agreement, Resolution R24-13 is the Memorandum of Agreement Between the NDOT and the Nebraska State Historic Preservation Office meeting National Historic Preservation Act Section 106 requirements for a historic bridge mitigation display and structure.

FISCAL IMPACT:

The NDOT preliminary estimate of the City's 20% participation total cost is \$5,436,000 for this agreement, which may vary upon final construction and services. Cost includes the City share of Preliminary Engineering, Construction Engineering, and construction costs. City will pay NDOT in four equal installments from July 2026 through July 2029.

ALTERNATIVE:

NDOT-City Financial Agreement Program is a requirement of Nebraska State Statute.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

MUNICIPALITY FINANCIAL AGREEMENT STATE PROJECTS

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF COLUMBUS
PROJECT NO. NH-30-5(131)
CONTROL NO. 31983
COLUMBUS SOUTH BRIDGES

THIS AGREEMENT is between City of Columbus, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, State intends to improve a portion of State Highway US-30 at the location shown on Exhibit "A" under the designation of Project No. NH-30-5(131); and

WHEREAS, the funds administered by State will be made available for the construction of the project; and

WHEREAS, Parties intend that this Agreement describe certain roles, responsibilities, and the cost share for each party applicable to the project; and

WHEREAS, the City Council has authorized the Mayor to execute this Agreement, as evidenced by the Resolution of City Council dated the _____ day of _____, 2025, attached as Exhibit "D", and incorporated herein by this reference; and

WHEREAS, upon State's acceptance of the project, Municipality will be solely responsible for the maintenance, repair and replacement, when necessary, of any curb ramps and drainage facilities along the project, in accordance with Neb. Rev. Stat. § 39-2105 and § 39-1339, including, but not limited to, subsection § 39-1339(4); and

WHEREAS, Municipality agrees that State incurred project costs will be reimbursed by the Municipality using the cost share calculation methodology described elsewhere in this Agreement. Municipality will reimburse State for Municipality's share of project costs, including preliminary engineering costs, incurred to date and future costs; and

WHEREAS, concerning Municipality's share of the project costs, Federal Regulations provide that Municipality shall not profit or otherwise gain from special assessments that exceed Municipality's share of project costs; and

WHEREAS, the Parties understand that this Agreement will be posted to a publicly accessible database of State agreements pursuant to the requirements Neb. Rev. Stat. § 84-602.02; and

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 *Effective Date*** - This Agreement is effective immediately on the date it is fully executed by the Parties.
- 1.2 *Renewal, Extension or Amendment*** - This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 1.3 *Identifying Date*** - For convenience, this Agreement's identifying date will be the date the State signed the Agreement.
- 1.4 *Duration*** - This Agreement will remain in full force and effect for future responsibilities of Municipality described herein, such as for parking, encroachments and maintenance, unless such responsibilities have been rescinded by State. State will treat the remainder of this Agreement as inactive upon the happening of either (1) the waiver of an audit review, or (2) the final completion of an audit review by the State or its authorized representative and the resolution of all issues identified in the audit report.
- 1.5 *Termination*** - Further, State reserves the right to terminate the Agreement as provided herein.

SECTION 2. DESCRIPTION OF THE WORK

- 2.1** The Parties agree State will develop plans and specifications and cause the improvements to State Highway US-30 ("Project") to be constructed at the location shown on Exhibit "A", attached, and incorporated herein by this reference, and in accordance with plans and specifications and the provisions of this Agreement. Improvements to US-30 begin at mile marker (MM) 377.52 and end at MM 377.92. The highway enters the south corporate limits at MM 377.85 and proceeds north ending at MM 377.92, however City's participation in the Project is not restricted to only within its corporate limits. Generally, the improvements to be constructed include the following:

2.1.1 Replacing the southbound bridge over the Loup River (Structure Number S030 37773L) that includes a shared use path; repairing the northbound bridge over the Loup River (Structure Number S030 3773R); replacing the southbound portion of the subway bridge over Pawnee Park Drive (Structure Number S030 37787); removing and building concrete pavement; associated tie-in improvements for the new shared use path to connect Pawnee Park; reconstructing medians, roadway lighting; guardrail; and permanent pavement markings. The US-30 bridges and roadway to the south are immediately adjacent to the south corporate limits of the City. Project will also include the construction of Municipal Separate Storm Sewer System ("MS4") components (catch basin inserts).

SECTION 3. STATE RESPONSIBILITIES

State shall:

- 3.1 Prepare at its sole discretion, plans and specifications for State's proposed subject project. State will coordinate the development of the plans and specifications with Municipality. State has sole authority to modify the plans or specifications as necessary to complete the proposed improvements.
- 3.2 Acquire all property rights for Right of Way (ROW) for the project that will not be acquired by Municipality.
- 3.3 Advertise and conduct a letting and receive bids on the proposed improvement. State has the sole authority to determine, and award the contract to, the lowest responsible bidder. State shall sign the construction contract.
- 3.4 Supervise and cause completion of the construction of the improvement as shown in the construction contract documents and modifications thereto. State has sole authority to execute any contractor change orders-supplemental agreements required for construction of the project. State will notify the Municipality of any contractor change orders-supplemental agreements that increase Municipality's cost.
- 3.5 Reimburse, when applicable, Municipality for the non-betterment relocation of municipally owned utility facilities as provided in SECTION 10. UTILITY RELOCATION WORK.
- 3.6 State will notify Municipality of the Municipal Separate Storm Sewer System ("MS4") components to be constructed as part of the project. MS4 components are described in Exhibit "B", attached and incorporate herein by this reference.

SECTION 4. MUNICIPALITY RESPONSIBILITIES

Municipality shall and at no cost to State:

- 4.1 Regulate, to the extent Municipality has authority to do so, all future development and use of property adjoining the public ROW as described in SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY.
- 4.2 Require that all future entrances from private property to the highway ROW within the limits of this project receive approval of the Director-State Engineer, Department of Transportation or authorized representative, pursuant to Neb. Rev. Stat. § 39-1332 prior to Municipality approval or Municipality issuing a building permit for the site.
- 4.3 Cause the removal of all advertising signs from the existing highway ROW. Municipality also agrees to cause the removal from the existing highway ROW of other privately owned encroachments, facilities, objects, structures, or things, and to keep the existing and new highway ROW free of future encroachments, facilities, objects, structures, or things, except those authorized by permit from Municipality and approved by State and Federal Highway Administration.
- 4.4 Comply with, for project work performed by Municipality, the provisions of the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§ 48-1101 - 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, as set forth in the SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES.
- 4.5 Perform the present and future duties assigned to Municipality under this Agreement at its sole cost except when costs are specifically reimbursable under this Agreement.
- 4.6 Obtain approval of State, with Federal Highway Administration concurrence, prior to making or causing changes in the roadway geometrics, either during project construction or after the project is completed. Changes that require prior approval include but are not limited to: access control, driveways, median breaks, parking restrictions or any other traffic control items.
- 4.7 Amend ordinances, as necessary, to establish pavement or ground elevations shown in the plans when proposed construction involves a change in elevations established by a pre-existing ordinance.
- 4.8 If the Municipality procures consultant services for preliminary engineering and construction engineering for non-betterment rehabilitation of municipally owned and operated utilities by the Municipality, the Municipality agrees to comply with Chapter 4 of

the “Nebraska Department of Transportation LPA Guidelines Manual for Federal-Aid Projects”.

- 4.9 Upon State’s acceptance of the project, Municipality will be solely responsible for the maintenance, repair and replacement, when necessary, of any sidewalk, shared-use path, curb ramps and storm drainage facilities along the project, in accordance with Neb. Rev. Stat. § 39-2105 and § 39-1339, including, but not limited to, subsection § 39-1339(4).
- 4.10 As part of State’s project, State was required by law to construct Municipal Separate Storm Sewer System (“MS4”) facilities in accordance with State’s MS4 Program. State’s MS4 Program may be found in Chapter 3 of the Drainage Design and Erosion Control Manual. A description of MS4 facilities to be constructed with this project is included as Exhibit “B”. After construction, and in accordance with Neb. Rev. Stat. § 39-1339, Municipality will be obligated to identify all applicable MS4 maintenance requirements and operate and maintain all MS4 components constructed with this project. Municipality agrees to maintain all MS4 components in accordance with State’s MS4 Program. Municipality may seek State’s approval for Municipality to use Municipality’s MS4 maintenance guidance or requirements, if applicable.
- 4.11 As part of the State’s project, State was required by the Municipality, as the Levee Sponsor for Columbus Loup River LB Levee, to prepare an Emergency Action Plan which describes responsibilities and actions to be taken during a high-water event. The Emergency Action Plan is attached as Exhibit “C” and incorporated herein by this reference.
- 4.12 Municipality understands and agrees that portions of Pawnee Park Drive and Pawnee Park Trail will be closed as necessary to accommodate phased construction. The extension of the subway bridge (Structure S030 37787) would be phased to allow for use of Pawnee Park Drive as a detour for the pedestrian trail once the portion of the trail along the levee is temporarily closed. Vehicular access between the west and east sections of Pawnee Park would be maintained via a local signed detour utilizing 8th Street and 26th Avenue.

SECTION 5. CONSTRUCTION SCHEDULE

State will determine the construction schedule for this project. State anticipates construction to start in 2025.

SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY

- 6.1 Encroachments: Municipality and State will cooperate to cause the removal of encroachments from public ROW, or correction or alteration in the public ROW, as necessary for the construction of the aforesaid project.
- 6.2 Adjacent Development: Municipality understands that State highway ROW shall be held inviolate for State highway purposes pursuant to Neb. Rev. Stat. § 39-1359, and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of State. Municipality will regulate, to the fullest extent allowed by law, the private or non-transportation related public development of property adjoining the public ROW, to prevent future encroachment or uses of the public ROW, except by written consent of State. Municipality shall not issue a building permit for an adjacent property which requires work on the State highway right of way unless State has given advanced written approval of the proposed plans.
- 6.3 Special Assessments: Municipality shall not use special assessments to defray Municipality's costs under this Agreement unless Municipality has received, in advance, written consent from State's Right of Way Division Manager.

SECTION 7. ROADWAY LIGHTING SYSTEM

- 7.1 Ownership: The project roadway lighting system is the property of State.
- 7.2 Electrical Energy: Municipality shall, without any cost to State, provide and pay for the electrical energy for all the luminaires of the roadway lighting system which may be constructed as a part of this project, including the electrical energy which may be required during the construction period of the project for lamp stabilization, luminaire adjustment, and system testing. Municipality shall provide electrical energy to maintain a uniform and constant light level for dusk-to-dawn lighting.
- 7.3 Repair and Maintenance Responsibilities: Municipality shall be responsible for the inspection, maintenance, and repair of the roadway lighting system, at Municipality's cost. Municipality's duties shall include, but are not limited to, the following:
- repair or replacement of all defective and burned out lamps;
 - routine cleaning of luminaires; and
 - repair or replacement of any part of the roadway lighting system.
- 7.4 Right to Recoup Costs: Municipality shall be responsible for collecting from the responsible party all Municipality's costs for repairing damage to the lighting system.

- 7.5 Specifications and Standards: Municipality agrees that repair or replacement parts furnished by Municipality in the maintenance or repair of the roadway lighting system shall comply with State specifications and standards.
- 7.6 Modifications: Municipality shall not make, or allow to be made, modifications to the roadway lighting systems without the written consent of State.

SECTION 8. TRAFFIC SIGNAL EQUIPMENT

This section has intentionally been left blank

SECTION 9. PERMISSION TO USE STATE RIGHT OF WAY

State hereby grants to Municipality permission to use the State ROW where the roadway lighting system will be constructed, for ingress and egress for the purpose of operating, inspecting, repairing and maintaining the roadway lighting system accordance with this Agreement. Municipality further agrees to comply with SECTION 12. TRAFFIC CONTROL.

SECTION 10. UTILITY RELOCATION WORK

10.1 Overview

The Parties understand that existing Municipality and non-Municipality owned utility facilities may conflict with State's project. State will enter into a separate agreement(s) to establish the roles, duties, and financial responsibilities for the necessary relocation of utility facilities.

10.2 State Highway Right-of-Way

Municipality shall obtain a permit from State for utility relocation work that occupies State Highway ROW.

SECTION 11. MUNICIPALITY'S FINANCIAL RESPONSIBILITIES

11.1 State's preliminary estimate of Municipality's total cost is **\$5,436,000**, but Municipality's actual cost may be greater than the preliminary estimate as the details of design construction are further developed. Costs include those incurred to date and future costs. Municipality shall bear its own costs performing its duties under this Agreement.

11.2 Municipality's cost of this project will be the sum of the following:

11.2.1 Twenty percent (20%) of all Preliminary Engineering (PE) costs of the work described in Section 2.1.1, currently estimated at \$2,471,000. Municipality's cost share for this item is estimated at **\$494,000**. PE costs are generally described as those costs to develop the project that occur prior to letting and include, but are

not limited to, the following activities: planning, engineering, traffic counts and study, public involvement and engagement, material reproduction, printing and travel related costs associated with the project. PE costs do not include costs for right of way or utilities.

11.2.2 Twenty percent (20%) of all Construction Engineering (CE) costs of the work described in Section 2.1.1, currently estimated at \$1,179,000. Municipality's cost share for this item is estimated at **\$236,000**. CE costs are generally described as those post-letting costs associated with overseeing the construction of the project.

11.2.3 Twenty percent (20%) of the construction cost of the work described in Section 2.1.1, currently estimated at \$23,530,000. Municipality's cost share for this item is estimated at **\$4,706,000**.

11.3 Municipality's Cost Share Calculation Methodology:

11.3.1 Preliminary Engineering (PE) Costs: PE costs for this Agreement will be derived from State's actual PE costs incurred on the project as recorded in State's accounting system. PE costs include those incurred to date and future costs.

11.3.2 Acquisition of Right of Way and Property Rights: No cost share for Right of Way and Property Rights are included in this Agreement.

11.3.3 Utilities: No cost share for utilities is included in this Agreement.

11.3.4 Construction Costs: The actual cost of construction is calculated by multiplying unit prices by final quantities for work on the project. Final quantities may be different than estimated quantities based on field measurements. Unit prices will remain as the bid price. Additional work may be added at estimated quantities and established prices based on the contractor change order-supplemental agreement process.

11.3.5 Construction Engineering (CE) Costs: CE costs for this Agreement will be calculated at five percent (5%) of the actual construction costs as recorded in State's accounting system.

11.4 Payment by Municipality: After execution of this Agreement and award of the construction contract, State will invoice the Municipality in four equal installments for Municipality's estimated cost share listed in Section 11.2, except that Construction Costs will be based on the actual contract award amount. State will invoice Municipality on July 1, 2026, July 1, 2027, July 1, 2028, and July 1, 2029. The Municipality shall pay

State within 30 calendar days of receipt of each invoice from State. The final settlement between State and the Municipality will be made following final audits and when the final costs have been determined by State.

SECTION 12. PROJECT TEMPORARY TRAFFIC CONTROL

- 12.1 All temporary traffic control devices will conform to the latest approved edition of the Manual on Uniform Traffic Control Devices and Nebraska Supplements thereto.
- 12.2 If Municipality is to perform or contract for any work on the state highway within the project limits, Municipality will develop a traffic control plan related to that work. The plan will be provided to State's Project Manager for review and acceptance. Municipality will provide, operate and maintain Municipality's traffic control devices in accordance with its accepted traffic control plan.
- 12.3 Municipality's work must comply with all traffic safety regulations, including those prescribed in the latest approved edition of the Manual of Uniform Traffic Control Devices and the Nebraska Supplement thereto. Municipality shall use caution when working in State ROW.

SECTION 13. PLANS AND SPECIFICATIONS

The plans and specifications for this project will be on file in the Lincoln central headquarters office of the Nebraska Department of Transportation.

SECTION 14. PROJECT SCHEDULE ADJUSTMENTS AND TERMINATION

- 14.1 The planning, environmental, design and obtaining necessary funding for this project may be a complicated and time-consuming process. Project schedule adjustments should be expected.
- 14.2 State has the sole discretion to adjust the schedule in completing of the work in part or in whole and such action on its part will in no event be deemed a breach of this Agreement by State. State will provide Municipality with updates to the project schedule and, when Municipality is sharing in the project costs or has included additional work with State's project, State will discuss in detail adjustments made to the project schedule.
- 14.3 State has the sole discretion to terminate this Agreement for any reason, and such action on its part will in no event be deemed a breach of this Agreement by State. State will provide written notification to Municipality of such termination.

SECTION 15. FAIR EMPLOYMENT PRACTICES ACT

Municipality agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 16. DISADVANTAGED BUSINESS ENTERPRISES

16.1 Policy: Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.

16.2 Disadvantaged Business Enterprises Obligation: Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Municipality shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Municipality shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

Municipality acting as a sub-recipient of Federal-aid funds on this project agrees to adopt the Nebraska Disadvantaged Business Enterprise Unified Certification Program for the Federal-aid contracts Municipality executes on this project.

Failure of Municipality to carry out the requirements set forth above on any work performed by Municipality shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the Agreement or contract by State or such remedy as State deems appropriate.

SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the Municipality, for itself, its assignees and successors in interest agrees as follows:

17.1 Compliance with Regulations: The Municipality shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

17.2 Nondiscrimination: The Municipality, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of race, color, sex, age, religion, disability or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Municipality shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

17.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the Municipality for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Municipality of the Municipality's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, age, religion, disability or national origin.

17.4 Information and Reports: The Municipality shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Municipality shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

17.5 Sanctions for Noncompliance: In the event of the Municipality's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- (a) Withholding of payments to the Municipality under this Agreement until the Municipality complies, and/or
- (b) Cancellation, termination or suspension of this Agreement, in whole or in part.

17.6 Incorporation of Provisions: The Municipality shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued

pursuant thereto. The Municipality shall take such action with respect to any subcontract or procurement as State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Municipality may request State to enter into such litigation to protect the interests of State, and in addition, the Municipality may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 18. ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement of the arrangement between the Parties, and supersedes all proposals, oral or written, and all other communications between the Parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto. The terms of existing written agreements between the Parties remain in effect, unless expressly modified herein, or when the context of this Agreement clearly requires otherwise.

SECTION 19. SEVERABILITY

In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions, or covenant shall not be construed by the other party as a waiver or a subsequent breach of the same by the other party.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Municipality this _____ day of _____, 20____

WITNESS:

CITY OF COLUMBUS

City Clerk

Mayor

EXECUTED by State this _____ day of _____, 20____

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Brandie Neemann, P.E.

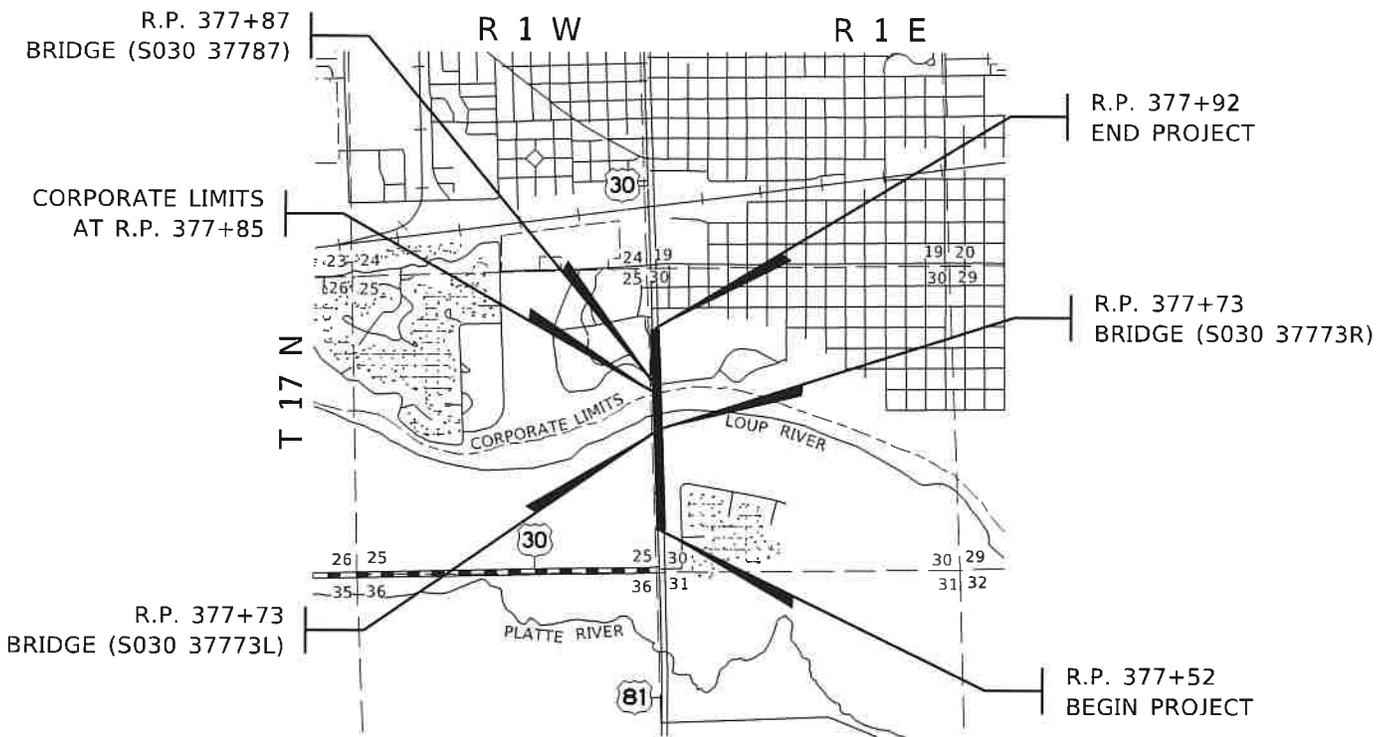
Roadway Design Engineer

RECOMMENDED:
Kevin Domogalla, P.E.

District 3 Engineer Date

COLUMBUS

PLATTE COUNTY
NEBRASKA



PROJECT LIMITS 

30-5(131)
C.N. 31983

EXHIBIT "A"

Municipal Separate Storm Sewer System (MS4) Components (Catch Basin Inserts)

NDOT will coordinate the Municipal Separate Storm Sewer System (MS4) design components to be constructed as a part of this project with Municipal representatives. MS4 components are a part of the storm sewer system for which the Municipality, under Nebraska Revised Statute, is responsible to operate, maintain, and repair.

It is NDOT's recommendation that catch basin inserts be inspected and maintained on a regular basis. NDOT recommends the following as a suggested schedule for maintenance of the MS4 components.

Maintenance

The catch basin insert shall be maintained in accordance with the manufacturer's instructions. The catch basin shall be inspected at a minimum of four times per calendar year, or once a quarter, for proper function. The filter media shall be replaced when it becomes clogged or reaches the end of its useful life. Criteria for the filter media shall be supplied by the manufacturer. The device shall be removed from the catch basin for cleaning and replacement of the filter media as specified in the manufacturer instructions. An operations and maintenance manual shall be given to the Municipality. If the complexity of maintaining the device is deemed complex by the Municipality, NDOT will provide onsite training to the Municipality.

Emergency Action Plan (EAP)

The Project will impact the existing Columbus Loup River LB Levee (the Levee), a 5.2 mile system along the left (north) bank of the Loup River (System ID 4705000061). The City of Columbus (Municipality) is the Levee Sponsor. The Municipality owns, operates, and maintains the Levee with oversight from the United States Army Corps of Engineers, Omaha District (USACE). Consultation with the Municipality and USACE was performed as required under 33 U.S.C. Section 408. A Section 408 Request was submitted to the Municipality on April 21, 2023, which included a description of the Levee, the Project, proposed impacts, and anticipated mitigation. The Section 408 Request included Project Plans, Specifications, and Special Provisions which the Contractor will be required to follow during construction. The Special Provisions include an Emergency Action Plan (EAP), which describes the Contractor's responsibilities regarding high water events, including: monitoring requirements, coordination requirements with NDOT, the Municipality, and USACE, and actions to be taken during a high water event. The Municipality reviewed the Section 408 Request and issued a Letter of No Objection (LONO) on May 5, 2023. The Section 408 Request was submitted to USACE on June 26, 2023, and is currently under USACE review.

State Responsibilities

NDOT will require the Contractor to follow the Project Plans, Specifications, and Special Provisions regarding impacts to the Levee. After the Contract is Awarded, the State will require the Contractor to finalize the EAP and submit it to the Municipality and USACE for approval.

NDOT will coordinate with the Municipality and the Contractor during high water events, as described in the EAP.

NDOT will perform the following, as described in the Project Special Provision "Levee Requirements: Pile and Shoring Installation":

- a. Prior to the start of construction, the State will organize a Pre-Construction Meeting with the Contractor, the Municipality, and USACE. Locations for Settlement Monitoring Monuments will be agreed upon at this meeting.

- b. During construction, prior to the start of pile installation, the State will participate in an initial observation of the Levee in the construction area with representatives from the Municipality and USACE to identify and document pre-existing distress in the Levee. During pile installation, Levee observations will be repeated at regular intervals by the State, the Municipality, and USACE. When pile installation and removal is complete, a final observation will be performed by the State, the Municipality, and USACE.
- c. If Levee distress or settlement are observed during pile installation, the State will coordinate with the Municipality and USACE regarding action steps.

Municipality Responsibilities

The Municipality will coordinate with the State and the Contractor during high water events, as described in the EAP.

The Municipality will perform the following, as described in the Project Special Provision "Levee Requirements: Pile and Shoring Installation":

- a. Prior to the start of construction, the Municipality will attend a Pre-Construction Meeting with the Contractor, the State, and USACE. Locations for Settlement Monitoring Monuments will be agreed upon at this meeting.
- b. During construction, prior to the start of pile installation, the Municipality will participate in an initial observation of the Levee in the construction area with representatives from the State and USACE to identify and document pre-existing distress in the Levee. During pile installation, Levee observations will be repeated at regular intervals by the State, the Municipality, and USACE. When pile installation and removal is complete, a final observation will be performed by the State, the Municipality, and USACE.
- c. If Levee distress or settlement are observed during pile installation, the Municipality will coordinate with the State and USACE regarding action steps.

14.C.Resolution No. R25-27 approving professional engineering services agreement with HDR Engineering, Inc. in the amount of \$198,600 for North Well No. 20 Design Phase Services. CIP #25-67.

RESOLUTION NO. R25-27

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH HDR ENGINEERING, INC. IN A LUMP SUM AMOUNT NOT TO EXCEED \$198,600 FOR NORTH WELL NO. 20 DESIGN PHASE SERVICES; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the city standard request for qualifications process was followed and HDR Engineering, Inc. was selected for this project; and

WHEREAS, the city intends to provide a vertical well in the north wellfield in accordance with the city's Water Master Plan 2024; and

WHEREAS, engineering services for this project can be provided by HDR Engineering, Inc. as set out in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Agreement Between Owner and Engineer for Professional Services with HDR Engineering, Inc. in a lump sum amount not to exceed \$198,600 for North Well No. 20 Design Phase Services, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

The City of **Columbus**

MEMORANDUM

DATE: February 12, 2025
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: North Well No. 20 Design Phase Services Agreement

RECOMMENDATION:

I recommend approval of the Agreement between Owner and Engineer for Professional services with HDR Engineering Inc. in the amount of \$198,600 for design phase services for North Well No. 20. The City standard selection process was followed.

DISCUSSION:

The project includes the siting and final design obtaining Nebraska Department of Environment and Energy (NDEE) approval for an approximately 1,500 gpm vertical well No. 20 in the City's north wellfield property in accordance with the City's Water Master Plan 2024. Construction includes the pump house similar to the others in the north wellfield and the required transmission mains and related work.

Services include a Basis of Design Report, three preliminary and final design drawings, specifications, cost estimate, addressing NDEE review comments, pre-bid meeting, bidding and recommendation letter, and related work and services. Project does not include construction or construction phase services which will need to be budgeted in the 2025-2026 fiscal year in order to proceed.

Projected bidding of the project is fall 2025 with construction starting in winter 2025 and completion in 2026.

FISCAL IMPACT:

Lump Sum not to exceed \$198,600. Part of 2024-2025 Budget CIP 25-067 in the amount of \$300,000. Additional services, such as test well drilling, geotechnical soils investigation, and NDEE permit fees will be out of this CIP. Engineering Department to provide topographic survey services.

ALTERNATIVE:

Do not approve

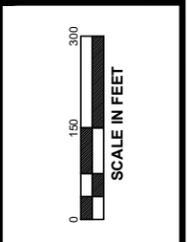
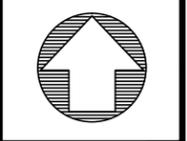
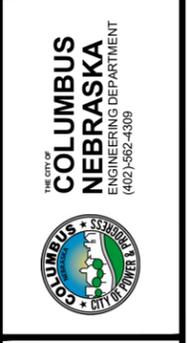
SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]



REVISIONS



NORTH WELL DESIGN EXHIBIT

DRN BY:	BEL
DATE:	02/17/2025
REV No.:	
CIP No.:	25067



**HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
WELL NO. 20 FINAL DESIGN**

THIS AGREEMENT is made as of this _____ day of February, 2025, between City of Columbus, Nebraska (“OWNER”) a municipal corporation, with principal offices at 2500 14th Street, Suite 3, Columbus, NE, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Well No. 20 Final Design (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of lump sum. The amount of the lump of One Hundred Ninety-eight Thousand Six Hundred Dollars (\$198,600.00).

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the service described in Exhibit A within the time period described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER’S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER’S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER’S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

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

CITY OF COLUMBUS, NEBRASKA
“OWNER”

BY: _____

NAME: James Bulkley

TITLE: Mayor

ADDRESS: 2500 14th Street
Columbus, NE 68601

HDR ENGINEERING, INC.
“ENGINEER”

BY: *Ann Williams*

NAME: Ann E. Williams, P.E.

TITLE: Senior Vice President

ADDRESS: 1917 South 67th Street
Omaha, NE 68106

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

PART 1.0 PROJECT DESCRIPTION:

The City of Columbus (OWNER) plans to construct a new well in the north wellfield to replace Well No. 19 including the raw water transmission main.

The scope of work is for the preliminary design, final design, and bidding services for the North Well No. 20.

Items of Work

1. Kickoff meeting.
2. Scope of work for the test hole and geotechnical investigation.
3. Preliminary design memorandum and preliminary plans.
4. Final well and transmission main design.
5. Permit preparation for Nebraska Department of Environment and Energy (NDEE) construction permit.
6. Bid phase services.

Key Understandings:

1. All travel will be in proximity to the City of Columbus, Nebraska.
2. All meetings and presentations will be at the City's offices or on site.
3. OWNER will contract directly for the completion of the test hole and the geotechnical investigation. HDR will provide the scope of work for the test hole and geotechnical investigation.
4. OWNER will complete the topographic survey and provide the files in Civil 3D format with an existing surface.
5. The new well is estimated to have a 42 IN diameter borehole with a 30 IN diameter casing and have an estimated production capacity of about 1,500 gpm.
6. The pumps will be vertical turbine with a variable frequency drive (VFD).
7. The raw water transmission main is estimated to be 1,500 LF of 16 IN main.
8. The well house will be CMU, similar to the adjacent well houses. The well house for Well No. 20 will be insulated to be in compliance with current Nebraska Energy Code requirements.
9. The scope of work includes the design of the crushed rock access road, perimeter fence, and site restoration.
10. The scope of work does not include easement acquisition services.
11. Project funding does not include SRF or federal funding.
12. Additional topographical survey, as needed, will be provided by OWNER in Civil 3D format with an existing surface.
13. OWNER will endeavor to provide all available historical geotechnical and hydrogeologic information in the project area.
14. The scope of work does not include construction phase services.

15. OWNER will pay for all fees for permits.
16. The plans, specifications, and design report will be submitted to NDEE for the construction permit.
17. ENGINEER will use HDR CADD standards and HDR master specifications, including Front Ends and technical specifications, for the development of the construction documents.
18. Plans, technical specifications, and front-end documents will be provided in PDF format compatible with Adobe Acrobat. Opinions of probable construction costs will be provided in EXCEL format.
19. OWNER will be responsible for providing the bid advertisement to the local newspaper for publication and the distribution of bid documents.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

TASK SERIES 100 – PROJECT MANAGEMENT

Objective: Provide management activities over the Project duration including planning, organizing and monitoring Project team activities; and overall project management. Hold a Project kick-off meeting to understand operator preference with respect to equipment, control panels, SCADA, etc. and establish the point of connection for the raw water main.

HDR Activities 110 – Project Management

- Resource management and allocation based on Project schedules and activities.
- Budget and invoice management.

120 – Kickoff Meeting

- Assemble available project data.
- Establish design parameters.
- Develop list of required design information required from the City.
- Attend one meeting on site with City personnel to review list of required information, address the routing of the water main, and review the connection locations on the east and west ends.
- Summarize and distribute meeting notes.

TASK SERIES 200 – FIELD INVESTIGATION SCOPE OF WORK

Objective: Develop the scope of work for the test hole and geotechnical investigations.

HDR Activities

210 – Test Hole Scope of Work

- Receive available geotechnical and hydrogeologic information for the wellfield.
- Prepare a draft test hole scope of work that addresses the following:
 - Test hole location.
 - Test hole diameter.
 - Anticipated depth.
 - Aquifer formation sampling.
 - Electric log of the borehole.
 - Sieve analysis.
- Provide draft scope of work for review and comment.
- Receive review comments and finalize scope of work.

220 – Geotechnical Investigation Scope of Work

- Prepare scope of work for the geotechnical investigation.
- Receive review comments and finalize scope of work.

Deliverables:

Test hole scope of work.
Geotechnical investigation scope of work.

TASK SERIES 300 – DEVELOPMENT OF PRELIMINARY DOCUMENTS

Objective:

Development of a basis of design report and development of the plans to 30 percent level of completion.

HDR Activities

310 – Basis of Design Report

- Receive test hole data and geotechnical investigation report from the OWNER.
- Evaluate bore log, sieve analysis, and E-log from test hole and provide recommendation for design of new well screen and gravel pack
- Evaluate preliminary well pump selection and motor sizing.
- Submit well site application form to obtain NDEE approval for well location and separation distances from potential sources of contamination. Coordinate site visit with NDEE for sanitary site survey.
- Propose new well design including:
 - Connection to piping.
 - Electrical power.
 - Instrumentation and control.
 - Well house configuration, material, elevation, etc.
 - HVAC and plumbing.
 - Access road configuration and perimeter fencing.
 - Prepare opinion of probable construction costs.

- Confirm the size and pressure assumptions for the design of the raw water transmission main.
- Confirm pipe materials and valve requirements.
- Develop the preliminary water main profile.
- Prepare the draft basis of design report.

320 – Plan and Specification Development

- Receive topographic survey from OWNER.
- Develop plans to 30 percent level of completion.
- Develop technical specifications table of contents.

330 – Submittal and Review Meeting

- Provide two copies of the basis of design report and the preliminary plans.
- Attend one in-person meeting to receive review comments.
- Complete a site visit to confirm the well location and water main alignment and note any potential conflicts.
- Summarize and distribute review meeting minutes.
- Finalize the basis of design report.

Deliverables: Draft basis of design report.
 30 percent plans.
 Technical specifications table of contents.
 Review meeting minutes.
 Final basis of design report.

TASK SERIES 400 – DEVELOPMENT OF FINAL DOCUMENTS AND REGULATORY REVIEW

Objective: Preparation of the plans and specifications to the 100% level of completion and obtain regulatory approval.

HDR Activities **410 – Develop Plans and Specifications to 60%**

- Develop plans and specifications to 60% level of completion.
 The plans are expected to include:
 - Well and pump and appurtenances design.
 - Electrical and controls.
 - Well house design including HVAC.
 - Structural design.
 - Transmission main design.
 - Staging and construction access.
 - Quantities and notes sheet.
 - Horizontal and vertical control sheet.
 - Staging area and construction access sheet.
 - SWPPP sheets.

- Develop draft technical specifications.
- Perform quality control review of documents prior to submittal.
- Update opinion of probable construction cost.

420 – Submittal and Review Meeting

- Submit two sets of plans and specifications to OWNER for review.
- Attend one plan review meeting on site.
- Summarize and distribute meeting notes.

430 – Develop Plans and Specifications to 95%

- Incorporate review comments from 60% review meeting.
- Develop plans and specifications to 95% level of completion.
- Develop storm water pollution prevention plan (SWPPP).
- Develop and finalize technical specifications.
- Prepare bid form and complete front-end documents.
- Perform quality control review of documents prior to submittal.
- Update opinion of probable construction cost.

440 – Submittal and Review Meeting

- Submit two sets of plans and specifications to the City for review.
- Attend one plan review meeting at City offices.
- Summarize and distribute meeting notes.

450 – Permit Submittal

- Incorporate City review comments.
- Complete electronic submittal of plans and specifications to NDEE for review and approval.
- Prepare the storm water permit application for OWNER execution.
- Initiate project on NDEE website for NPDES permit.
- Receive NDEE review comments.
- Incorporate review comments and finalize plans and specifications to 100 percent level of completion.

Deliverables:
 60 percent contract documents for review.
 95 percent contract documents for review.
 100 percent contract documents.
 NDEE submittal.
 NDEE NPDES permit application.

TASK SERIES 500 – BID PHASE SERVICES

Objective: Assist the OWNER in soliciting bids for the Project.

- HDR Activities** **510 – Bid Phase Services**
- Provide the notice to bidders to OWNER for publication.
 - Provide plans and specifications in electronic format to OWNER.
 - Respond to RFI's.
 - Conduct one pre-bid meeting and prepare meeting notes.
 - Issue up to two addenda.
 - Receive and tabulate bids.
 - Prepare letter of recommendation.

Deliverables: Pre-bid meeting notes and addenda.
Letter of Recommendation.

PART 3.0 OWNER'S RESPONSIBILITIES:

OWNER will be responsible for the following as identified in the above Scope of Work:

1. Meeting locations.
2. Completion of submittal reviews within 2 weeks of submission.
3. Contracting for the completion of the test well.
4. Contracting for the completion of the geotechnical investigation.
5. Topographic survey of the Project site.
6. Publication of the notice to bidders.
7. Distribution of the bid documents to potential bidders.

PART 4.0 PERIODS OF SERVICE:

Notice to Proceed	February 19, 2025
Basis of Design Report submittal	April 11, 2025*
60 Percent submittal	May 30, 2025
95 Percent submittal	July 11, 2025
Notice to Bidders	September 5, 2025

*Submittal date dependent on completion of the test hole and receipt of the required data.

EXHIBIT B

TERMS AND CONDITIONS

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence.

OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees

and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3) (an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11) (architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).

14.D.Resolution No. R25-28 amending By-Laws of the Columbus Planning Commission.

DRAFT

RESOLUTION NO. R25-28

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE BY-LAWS OF THE COLUMBUS PLANNING COMMISSION, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

WHEREAS, the Planning Commission approved the By-Laws of the Columbus Planning Commission on October 13, 2008, via Resolution No. R08-102 and presented said by-laws to the Mayor and City Council for approval on October 20, 2008; and

WHEREAS, the Planning Commission recommended approval of the amended by-laws at a meeting held February 10, 2025; and

WHEREAS, the City desires to amend the By-Laws of the Columbus Planning Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the By-Laws of the Columbus Planning Commission, a copy of which is attached hereto and incorporated herein by this reference, is approved and the Mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**BY-LAWS
OF
COLUMBUS PLANNING COMMISSION**

The principal office of the Columbus Planning Commission will be located at Columbus City Hall, 2500 14th Street, Suite 3 Columbus, Platte County, Nebraska.

PREAMBLE

In compliance with §19-925, Nebraska Revised Statutes, the City of Columbus, Platte County, Nebraska, has, by ordinance, authorized the existence of a planning commission to be known as Columbus Planning Commission (CPC). The purpose of said commission is to advise and make recommendations to the City Council on matters of municipal government as referred to in §19-901 through §19-933 Neb. Rev. Stat., and to exercise such other authority as granted by law or by the City Council. These by-laws are adopted as required by §19-927, Neb. Rev. Stat.

**I
SEAL**

The Commission shall have no seal, but in the event any document to be executed by the Commission requires the affixing of a seal, the secretary may inscribe on such document the name of the Commission in these words "Columbus Planning Commission" followed by the signature of the Chair.

**II
MEMBERS AND MEETINGS**

1. The Columbus Planning Commission (CPC) shall consist of nine members. A minimum of seven members shall be residents of the city of Columbus, Nebraska; at least one member shall be a resident of the area over which the city is authorized to exercise extraterritorial zoning and subdivision regulations. Members shall take an oath of office and shall faithfully perform the duties of the office and will not be actuated or influenced therein by personal or political motives, and shall serve for a term of three years and may serve for more than one term of office. Members shall be appointed by the Mayor with the approval of the City Council.
2. Meetings of the Columbus Planning Commission will be held at the Columbus Community Building, Community Room, 2500 14 Street, in the city of Columbus unless written notice of a different location is given to each member at least one day in advance of the scheduled meeting.
3. Regular meetings of the CPC will be held on the second Monday of each month unless changed by the Commission and the Commission may meet as necessary to perform duties described in Article V. Notice of any Special Meeting of the CPC shall be given to the Chair and each member by notifying said Chair and member personally by telephone, electronic mail, or verbal or written message at the members usual place of business or residence.

4. A majority of the members of the CPC must be present to constitute a quorum for the transaction of business and a simple majority of the members present shall be necessary and sufficient to take affirmative action by the CPC. At all meetings, regular or special, only those members present shall be entitled to vote.
5. It shall be considered neglect of duty for any members of the CPC to neglect or fail to attend two consecutive meetings of the CPC without first notifying the Chair or Secretary of each such absence. The CPC may recommend to the Mayor and City Council that said member be removed from the Commission. Any member may, after a public hearing before the City Council, be removed by the Mayor with the consent of the majority vote of the members elected to the Council for inefficiency, neglect of duty or malfeasance in office, or other good and sufficient cause. Vacancies occurring otherwise than through the expiration of term shall be filled for the unexpired term by the Mayor with the approval of the City Council.

III OFFICERS

1. The officers of the CPC shall consist of a Chair, Vice Chair, a Secretary and such officers as the CPC may from time to time choose to appoint.
2. The Chair shall be a member of the CPC and shall preside at all meetings unless absent or disqualified. The Chair shall have general authority to supervise, direct and manage the business and affairs of the CPC. The Chair shall be responsible for carrying out the orders and resolutions of the CPC.
3. The Vice Chair shall be a member of the CPC and shall, in the absence, disability or disqualification of the Chair, perform duties and exercise the powers of the Chair and shall perform other duties as the Commission may prescribe from time to time.
4. The Secretary shall be a city staff member selected by the City Administrator and shall keep the minutes and records of the CPC, prepare the agendas for regular and special meetings, provide notice of meetings to members, arrange proper and legal notices of hearings, attend to correspondence of the CPC and such other duties as are normally carried out by a Secretary.
5. In the absence or disability of any officer of the CPC, the CPC may delegate the duties of any officer to a member of the CPC as it may deem necessary.

**IV
ELECTION OF OFFICERS**

1. Nomination of Chair and Vice Chair shall be made through a nominating committee appointed by the Chair at the regular meeting in May of each year and the election of said officers shall be held the following month during the regular CPC meeting.
2. A candidate receiving a majority of the vote of the members present of the CPC shall be declared elected and shall take office at the next meeting.

**V
DUTIES**

The CPC shall conduct its meetings in accord with the Open Meetings Act, Nebraska Revised Statutes Section 84-1407 to 84-1414, and shall perform those duties as set forth in Section 19-901, et seq., Nebraska Reissue Revised Statutes and amendments and supplements thereto, and shall have those powers and duties delegated to it by the City Council. The Rules of Parliamentary Procedure, comprised in "Robert's Rules of Order" Twelfth Edition shall govern the CPC in all cases where they are applicable and not inconsistent with state statutes or local ordinances.

**VI
HEARINGS**

In addition to those required by law, the CPC may at its discretion hold public hearings when it decides that such hearings will be in the public interest. Notice of such hearings will be published in the official newspaper of the city or in a newspaper of general circulation at least ten days prior to the time of the public hearing. A record of such hearing and those speaking at the hearing will be kept.

**VII
AMENDMENTS**

These by-laws and any part thereof may be altered, amended, changed, repealed or added to by a vote of the majority of the members present at a CPC meeting, provided written notice of the proposed amendment shall have been provided to the members at least 15 days prior to the meeting at which action is to be taken. Such amendments will be presented to the City Council for approval following an affirmative vote.

APPROVED BY THE PLANNING COMMISSION THIS 10th DAY OF February, 2025.



CHAIR



City Hall | City Clerk's Office
2500 14th St.
Columbus, NE 68601
402-562-4232
columbusne.us

Memorandum

Date: January 30, 2025

To: Tara Vasicek, City Administrator

From: Shuraya Choat, City Clerk

RE: Amend the By-Laws of the Columbus Planning Commission

Recommendation: I recommend approval of the By-Laws of the Columbus Planning Commission

Discussion: The By-Laws of the Columbus Planning Commission were adopted in 2008 and have not been updated since. I have reviewed it and have made some minor updates. Per the By-Laws, the commission members were emailed a copy at least 15 days prior to the Planning Commission meeting to review all the changes and provide input. The By-Laws will be presented at the Planning Commission meeting for a recommendation on 2/10/25 and then forwarded to the City Council meeting on 2/18/25 to be adopted via resolution.

Attached is the redlined copy of the proposed changes.

Fiscal Impact: None

Alternative: Do not approve.

Signature:

By: Shuraya Choat

Approved By: [Signature]

**BY-LAWS
OF
COLUMBUS PLANNING COMMISSION**

The principal office of the Columbus Planning Commission will be located at Columbus City Hall, ~~2424-2500~~ 14th Street, Suite 3, Columbus, Platte County, Nebraska.

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2. Meetings of the Columbus Planning Commission will be held at the ~~City Council Chambers, 1369 25th Avenue~~ Columbus Community Building, Community Room, 2500 14 Street, in the city of Columbus unless written notice of a different location is given to each member at least one day in advance of the scheduled meeting.
3. Regular meetings of the CPC will be held on the second Monday of each month unless changed by the Commission and the Commission may meet as necessary to perform duties described in Article V. Notice of any Special Meeting of the CPC shall be given to the Chair and each member by notifying said Chair and member personally by telephone, electronic mail, or verbal or written message at the members usual place of business or residence.

4. A majority of the members of the CPC must be present to constitute a quorum for the transaction of business and a simple majority of the members present shall be necessary and sufficient to take affirmative action by the CPC. At all meetings, regular or special, only those members present shall be entitled to vote.
5. It shall be considered neglect of duty for any members of the CPC to neglect or fail to attend two consecutive meetings of the CPC without first notifying the Chair or Secretary of each such absence. The CPC may recommend to the Mayor and City Council that said member be removed from the Commission. Any member may, after a public hearing before the City Council, be removed by the Mayor with the consent of the majority vote of the members elected to the Council for inefficiency, neglect of duty or malfeasance in office, or other good and sufficient cause. Vacancies occurring otherwise than through the expiration of term shall be filled for the unexpired term by the Mayor with the approval of the City Council.

III OFFICERS

1. The officers of the CPC shall consist of a Chair, ~~and~~ Vice Chair, ~~and~~ a Secretary and such officers as the CPC may from time to time choose to appoint.
2. The Chair shall be a member of the CPC and shall preside at all meetings unless absent or disqualified. The Chair shall have general authority to supervise, direct and manage the business and affairs of the CPC. The Chair shall be responsible for carrying out the orders and resolutions of the CPC.
3. The Vice Chair shall be a member of the CPC and shall, in the absence, disability or disqualification of the Chair, perform duties and exercise the powers of the Chair and shall perform other duties as the Commission may prescribe from time to time.
4. The Secretary shall be a city staff member selected by the City Administrator and shall keep the minutes and records of the CPC, prepare ~~with the Chair~~ the agendas for regular and special meetings, provide notice of meetings to members, arrange proper and legal notices of hearings, attend to correspondence of the CPC and such other duties as are normally carried out by a Secretary.
5. In the absence or disability of any officer of the CPC, the CPC may delegate the duties of any officer to a member of the CPC as it may deem necessary.

IV ELECTION OF OFFICERS

1. Nomination of Chair and Vice Chair shall be made through a nominating committee appointed by the Chair at the regular meeting in May of each year and the election of said officers shall be held the following month during the regular CPC meeting.

2. A candidate receiving a majority of the vote of the members present of the CPC shall be declared elected and shall take office at the next meeting.

V DUTIES

The CPC shall conduct its meetings in accord with the Open Meetings Act, Nebraska Revised Statutes Section 84-1407 to 84-1414, and shall perform those duties as set forth in Section 19-901, et seq., Nebraska Reissue Revised Statutes and amendments and supplements thereto, and shall have those powers and duties delegated to it by the City Council. The Rules of Parliamentary Procedure, comprised in "Robert's Rules of Order" ~~Tenth~~ Twelfth Edition shall govern the CPC in all cases where they are applicable and not inconsistent with state statutes or local ordinances.

VI HEARINGS

In addition to those required by law, the CPC may at its discretion hold public hearings when it decides that such hearings will be in the public interest. Notice of such hearings will be published in the official newspaper of the city or in a newspaper of general circulation at least ten days prior to the time of the public hearing. A record of such hearing and those speaking at the hearing will be kept.

VII AMENDMENTS

These by-laws and any part thereof may be altered, amended, changed, repealed or added to by a vote of the majority of the members present at a CPC meeting, provided written notice of the proposed amendment shall have been provided to the members at least 15 days prior to the meeting at which action is to be taken. Such amendments will be presented to the City Council for approval following an affirmative vote.

APPROVED BY THE PLANNING COMMISSION THIS ____ DAY OF _____, 2025.

CHAIR

INTRODUCED BY COUNCIL MEMBER _____

_____ PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

-

APPROVED AS TO FORM:-

CITY ATTORNEY

14.E. Resolution No. R25-29 amending Schedule of Fees to incorporate fees for golf simulator usage at Van Berg Golf Course.

RESOLUTION NO. R25-29

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SCHEDULE OF FEES FOR VAN BERG GOLF COURSE BY ADDING THE FOLLOWING HOURLY FEES FOR GOLF SIMULATOR USAGE: MARCH 15 THROUGH OCTOBER 14 - \$22 MONDAY-FRIDAY, \$15 WEEKDAY SPECIAL 7 AM TO 3 PM, \$32 SATURDAY, SUNDAY, AND HOLIDAYS, \$20 WEEKEND EARLY BIRD SPECIAL 7 AM TO 10 AM; OCTOBER 15 THROUGH MARCH 14 - \$35 MONDAY-FRIDAY, \$20 WEEKDAY SPECIAL 7 AM TO 3 PM, \$42 SATURDAY, SUNDAY, AND HOLIDAYS, \$25 WEEKEND EARLY BIRD SPECIAL 7 AM TO 10 AM; 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 Schedule of Fees is hereby amended for Van Berg Golf Course by adding the following hourly fees for golf simulator usage: March 15 through October 14 - \$22 Monday-Friday, \$15 weekday special 7 am to 3 pm, \$32 Saturday, Sunday, and holidays, \$20 weekend early bird special 7 am to 10 am; October 15 through March 14 - \$35 Monday-Friday, \$20 weekday special, \$42 Saturday, Sunday, and holidays, \$25 weekend early bird special 7 am to 10 am.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SCHEDULE OF FEES
2024 – 2025
INDEX

**ALL FEES MAY BE MODIFIED AT THE DISCRETION OF THE CITY
ADMINISTRATOR FOR PURPOSES OF PROMOTING CITY ACTIVITIES.**
All required insurance certificates shall name the City of Columbus as additional insured.

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AIRPORT

	Rent per Month
Hangar 1412N	\$125
Hangar 1412S	\$115
Hangar 1406W	\$240
Hangar 1406E	\$240
Hangar 1230	\$45
Hangar 1240	\$95
Hangar 1315	\$200
Hangar 1508	\$100
Hangar 1508 Storage Units	\$55
Hangar 1412W	\$280
Hangar 1412E	\$280
Hangar 1334	\$750
Hangar 1340	\$690
Hangar 1307	\$185
Hangar 1430	\$400
Land Lease/Non-Airport Owned Hangars	**\$0.30 per sq. ft.
Aerial Applicator Agreement	\$2,000 per year
Fuel Flowage	*\$0.10 per gallon
Fuel Storage	*\$0.12 per gallon
T-Hangar waiting list:	
Administrative Fee (non-refundable)	\$25
Deposit (refundable if removed from list or will be applied to first month hangar rent).	\$100

*Applicable Upon Lease Renewal

**Excludes Current Leases

AQUATICS

The Parks and Recreation Director shall establish recreation program fees for miscellaneous sales, programming, special events, and promotion.

Passholders may receive a discounted price for some programs. The discount will reflect that the passholder is already paying for facility usage and the fee will be for the cost of the program only.

Program fees are non-refundable.

AQUATIC CENTER

Daily Admission

3 & under	Free
Individual	\$5

Annual Pass (Good for one year from date of purchase)

Individual	\$125
Household Pass (Maximum of 6)	\$400
<i>*All members must live at the same residence (can include one caregiver)</i>	
Additional Household Pass Member	\$60/each
Non-Household Pass Member Group (Maximum of 6)	\$600

Monthly Pass

Individual	\$35
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Annual Combo Pass (Aquatic Center & Pawnee Plunge)

(Good for one year from date of purchase at Aquatic Center and one season at Pawnee Plunge)

Individual	\$175
Household Pass (Maximum of 6)	\$600
<i>*All members must live at the same residence (can include on caregiver)</i>	
Additional Household Pass Member	\$90/each
Non-Household Group Pass (Maximum of 6)	\$800

Admission Punch Cards

50 Punches	\$100
25 Punches	\$75
10 Punches	\$35
5 Punches	\$20

Group Swimming Lesson

Parent/Child	\$45
Preschool	\$45
Level 1 through 6	\$60

Private Swimming Lesson

Single Lesson	\$30
3 Lesson Package	\$80
6 Lesson Package	\$150

Swimming lessons are non-refundable.

Locker Rentals – Annual

\$50

Aquatic Therapy

\$75 per 15 minutes

**Requires agreement.*

Facility Rental

Private Facility Rental	\$100/hr
High School Swim Team Practice Rental	\$100/each
High School Swim Meets	\$100/hr

Party Room Rental (baptisms, meetings, family reunions, etc.)
(swimmers must pay daily admission or use pass) \$60

Birthday Party Packages

Cost includes 20 guest admissions (\$5/additional guest), full access to party room including: tables, chairs, refrigerator and more, t-shirt for the Birthday Child, and additional staff.

Non-Private Party: Normal Operating Hours

Saturday 12pm (Set Up), 1pm-4pm Party

Passholder \$110

Non-Passholder \$135

Private Party: Outside Normal Operating Hours

Friday: 4pm (Set Up) 5pm-8pm Party

Saturday: 4pm (Set Up) 5pm-8pm Party

Sunday 12pm (Set Up) 1pm-4pm Party

Passholder \$135

Non-Passholder \$160

Concessionaire/Vending

Daily Fee \$20

Lifeguard Class

Full Class (5 student minimum)

Employee

\$70

Non-Employee

Actual program cost plus administrative fees

Review Class – includes CPR review (5 student minimum)

Employee

\$40

Non-Employee

Actual program cost plus administrative fees

CPR Class

Full Class (5 student minimum)

Employee

\$30

Non-Employee

Actual program cost plus administrative fees

Review Class (5 student minimum)

Employee

\$15

Non-Employee

Actual program cost plus administrative fees

Class Materials

Actual cost of materials

PAWNEE PLUNGE WATER PARK

Daily Admission

(Includes both open sessions: 12 Noon – 5 p.m. and 6:30 p.m.-8:30 p.m.)

3 yrs. & Under	Free
4 yrs. & Up	\$10
5 Person Group	\$40
10 Person Group	\$70

Non-Swimmer \$ 3

(not swimming, not dressed to swim, and not the guardian of a 6 & under swimmer)

Evenings only session (6:30 p.m. – 8:30 p.m. Monday through Thursday) \$5

Fitness

Passholder	No charge
Non-passholder	\$5

Flow Rider Bracelet

\$3

(In addition to daily/season/combo pass)

Season Pass

Individual	\$125
Household Pass (Maximum of 6)	\$400
<i>*All members must live at the same residence (can include one caregiver)</i>	
Additional Household Pass Member	\$60/each
Non-Household Group Pass (Maximum of 6)	\$600

Combo Pass (Aquatic Center & Pawnee Plunge)

(Good for one year from date of purchase at Aquatic Center and one season at Pawnee Plunge)

Individual	\$175
Household Pass (Maximum of 6)	\$600
<i>*All members must live at the same residence (can include one caregiver)</i>	
Additional Household Pass Member	\$90/each
Non-Household Group Pass (Maximum of 6)	\$800

Admission Punch Cards

50 Punches	\$200
25 Punches	\$125

Facility Rental

Public Hours are 12:00 p.m. – 8:00 p.m.

Exclusive Use – Before or After Public Hours \$500/hr
(Includes 1 supervisor, 1 office personnel, 14 lifeguards, 4 slides)

Reservation required with deposit of \$500. Deposit will be applied toward total rate. Cancellations must be received twenty-four hours in advance or deposit will not be refunded.

Flow Rider exclusive use – Before or After Public Hours \$75/hr
(Includes 1 supervisor, 1 office personnel, 1 lifeguard)

Lap Pool exclusive use – Before or After Public Hours \$150/hr
(Includes 1 supervisor, 1 office personnel, 3 lifeguards)

Party Room \$60

Monday – Thursday, 12:30 p.m. – 4 p.m.

Friday – Sunday, 12 p.m. – 3:30 p.m. or 3:30 p.m. – 7 p.m.

CEMETERY

Cost of Space	\$700
Grave Opening	\$600
Cost of Space (infant)	\$300
Grave Opening (infant)	\$200
Cost of Space (cremation)	\$400
Grave Opening (cremation)	\$300
Grave Opening (cremation vault)	\$350
Certificate of Ownership Transfer	\$50
Stone Setting	\$50
Saturday Funeral (extra charge)	\$300
Winter Funerals	\$75
(December through February, extra charge)	
Disinterment (burial)	\$1,000
Disinterment (cremation)	\$500
Disinterment (infant)	\$500

If traditional spaces are sold back to the City of Columbus the city will purchase for \$200 per space.

If cremation spaces are sold back to the City of Columbus the city will purchase for \$100 per space.

If infant spaces are sold back to the City of Columbus the city will purchase for \$50 per space.

COLUMBUS AREA TRANSIT

Boarding Rates: The boarding rates are determined through review of available funding from the Nebraska Department of Roads, United Way, and City of Columbus Budget. Punch tickets are available at Columbus Area Transit office.

Boarding Punch Cards for Eligible Riders

Punch Card	Fee
5 punch	\$10
10 punch	\$20
20 punch	\$40

SENIOR CENTER

Facility Rental: \$25 per hour

Meals:

Congregate Meal

Eligible Diner (60 and older) \$5 per meal
(suggested donation)

Ineligible Diner (Under the age of 60) \$10 per meal

Take Out Meal:

Eligible Diner \$5.50 per meal
(suggested donation)

Ineligible Diner \$10 per meal

Home Delivered Meal:

Eligible Diner Only \$6 per meal
(suggested donation)

All meals are determined through review of funding provided by Northeast Nebraska Area Agency on Aging and the fiscal budget. Meals for eligible diners are considered a suggested contribution per meal. Meals for ineligible diners are fee-based.

COMMUNITY DEVELOPMENT – BUILDING PERMITS

Building Permit Fees (shall be paid prior to issuance of building permit)

Total Valuation		Fees
\$ 1	to 2,000	\$27.50
2,001	to 25,000	\$27.50 for first \$2,000 plus \$5.50 for each additional \$1,000 or fraction thereof up to and including \$25,000.
25,001	to 50,000	\$154 for first \$25,000 plus \$4.40 for each additional \$1,000 or fraction thereof up to and including \$50,000.
50,001	to 100,000	\$264 for first \$50,000 plus \$3.85 for each additional \$1,000 or fraction thereof up to and including \$100,000.
100,001	to 500,000	\$456.50 for first \$100,000 plus \$2.20 for each additional \$1,000 or fraction thereof up to and including \$500,000.
500,001	and up	\$1,336.50 for first \$500,000 plus \$1.65 for each additional \$1,000 or fraction thereof.
General Contractor Registration		No Fee/Certificate of Insurance \$1,000,000 aggregate
Administrative Fee for Online Applications		\$2
Plan review fee equal to 10 percent of building permit for review under the International Residential Code.		
Plan review fee equal to 25 percent of building permit for review under the International Building Code.		
Fence Permit		\$30
Demolition Permit		\$30
Sign Permit:	0-99 sq. ft.	\$35
	100-199 sq. ft.	\$65
	200-300 sq. ft.	\$120
Mobile Home Set Down Permit		\$100

Fee for work commencing before permit is issued may be double the required permit fee at the discretion of the Chief Building & Code Official. The Chief Building & Code Official may waive the requirement for a building permit when structure is temporary in nature or less than one hundred twenty (120) square feet in floor area and has no foundation. There shall be no permit required for re-roofing or re-siding an existing structure.

COMMUNITY DEVELOPMENT – BUILDING MOVING PERMITS & LICENSES

Building Moving Permit	\$100 minimum or 4¢ per square foot of floor area, whichever is greater.
Signs (building moving)	\$17 plus tax
Building Moving Permit *after building is already moved	\$150
Building Moving Annual License Fee	\$60
Insurance requirements	\$1,000,000 aggregate

Public Liability Insurance is required naming the City of Columbus, Nebraska as additional insured which fully protects the City or anyone else for damages sustained to a person(s) or property, resulting from the moving of any building or parts thereof within the City and shall indemnify and save the City harmless from any and all suits, judgments, exactions, executions, and liabilities as to personal injuries or property damage in connection with, or related to, or growing out of any building move.

COMMUNITY DEVELOPMENT – PLUMBING LICENSES & PERMITS

Plumbing Licenses and Registration Fees:

Master Plumber:

Resident \$60 per year + Certificate of insurance
\$1,000,000 aggregate

Non-Resident \$60 per year + Certificate of insurance
\$1,000,000 aggregate

Journeyman Plumber:

Resident & Non-Resident \$30 per year

Apprentice Plumber:

Resident & Non-Resident \$20 per year

Do Your Own Plumbing Registration \$30

Water Conditioning Contractor \$30 per year + Certificate of
insurance \$1,000,000 aggregate

Water Conditioning Installer \$30

Plumbing Permit Fees (shall be paid prior to issuance of plumbing permit):

Fee for work commencing before permit is issued may be double the required permit fee at the discretion of the Chief Building & Code Official.

Plumbing New Residential:

One Bathroom \$80

Each Additional Bathroom \$15

Each Additional 1/2 Bathroom \$13

Plumbing New Commercial \$75 plus \$5 for each fixture or trap opening

Existing Plumbing Remodel & Extensions \$15 plus \$5 for each fixture or trap opening

Sewer & Water Inspections not covered under
new residential or commercial permits \$25

Sprinkler System \$20

Backflow Protective Devices:	\$15 plus \$8 each for 2" and smaller \$15 plus \$13 each over 2"
Mobile Home Park Sewer	\$15 plus \$10 per space

GAS PIPING

Up to five outlets	\$30
Over five outlets	\$30 plus \$5 for each outlet over five

**COMMUNITY DEVELOPMENT – BOARD OF ADJUSTMENT, REZONING,
SPECIAL USE PERMIT**

Application Fees:

All application fees include initial cost of publications and signs. If additional publications and/or signs are required, additional fees will be assessed.

Board of Adjustment \$200

Rezoning/Special Use Permit/
Planned Unit Development (PUD) \$500

Other Fees:

Administrative Fee \$15

Comprehensive Plan \$35 plus tax

Columbus Land Development Ordinance \$30 plus tax

Publications Actual cost of publication

Signs (rezoning, special use permit,
Board of Adjustment) \$17 plus tax

Zoning Verification Reports \$30 plus tax

COMMUNITY DEVELOPMENT – WIRELESS TELECOMMUNICATIONS FACILITIES

Application Fee:

D.A.S. Node	\$200 per node
Eligible Facility Permit Colocation/Modification	\$1,000 (non-refundable)
Special Use Permit – New Facility	\$3,000

COMMUNITY DEVELOPMENT – SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY

Application Fee:

Modify, Replace, and Install New Ground Mounted Facility or Pole	\$250 per facility and pole
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Co-location on Authority Pole:

Application Fee	\$500 minimum for up to 5 facilities, \$100 for each additional facility on same application (maximum of 10)
Annual Usage Rate	\$20 per pole
Right-of-Way Use Rate	\$250 annually per small wireless facility

ECONOMIC DEVELOPMENT

PACE (Property Assessed Clean Energy) Program:

Application fee	\$1,000 due with application
Administrative fee	\$40,000 or 1% of the capital amount of the PACE project, whichever is less, due at closing
Annual fee	\$500 due annually for life of the bond

ENGINEERING

Application Fees:

All application fees include initial cost of publications. If additional publications are required, additional fees will be assessed.

Vacation of street, alley, or easement	\$300
Preliminary Plat	\$325 plus \$20 per lot review fee
Final Plat	\$325 plus \$15 per lot review fee
Administrative or Minor Plat	\$325

Permit to Occupy Right-Of-Way Application Fees:

Temporarily Occupy	\$10 per day
Permanently Occupy	\$250 per facility
Right-of-Way Use Rate (not applicable to right-of-way users With a current franchise agreement)	\$250 annually per facility, single linear run of underground utility infrastructure

Other Fees:

Administrative Fee	\$15
Map Update Fee	\$25
Plans and Specifications (Includes standard USPS mailing)	\$75 minimum - \$125 if purchased from Engineering Dept. \$30 if purchased from Quest CDN
RFQ, RFP, Design-Build Letter of Interest	\$20 from www.questCDN.com
Publications	Actual cost of publication.
36" x 48" Print (Map)	\$10 per sheet plus tax
24" x 36" Print (Map)	\$8 per sheet plus tax
Scanned Sheet plus actual time	\$60 per hour (minimum 1/2 hour):
24" x 36" and smaller	\$5 per sheet plus tax

CD and mailing charge	\$25
Sheets larger than 24" x 36" (incl. CD & mailing charge)	\$25 per sheet plus tax
Special Delivery (UPS, Federal Express, etc.)	Actual cost

FIRE

Rescue Service Fees

Definitions:

Tiered Response – Mutual aid to another department or district which does not have the type, volume, or level of service available to meet the needs of the incident or the patient(s). Mutual aid may be initiated by radio call or by standing agreement for automatic mutual aid/dual response per written agreement. In this situation, Columbus Fire Department (CFD) provides care, transportation, and medical supplies.

ALS Intercept – Aid to another licensed ambulance service in the State of Nebraska who has transport capability but needs ALS, and only has BLS care available. In this situation, our ALS personnel board their ambulance with necessary equipment and supplies and the transport continues. For billing purposes this is treated the same as an ALS treat & release. The ALS Intercept billing rate also applies to situations where CFD personnel arrive and treat but a third service, such as a helicopter, transports the patient.

- (a) \$725 Emergency Basic Life Support transport service call.
- (b) \$125 Basic Life Support treat and release (non-transport)
- (c) \$150 Lift Assist/Fall for private residences (non-transport).
- (d) \$350 Lift Assist/Fall for Assisted Living/Nursing Home Facilities/Midwest Medical Transport (non-transport).
- (e) \$1,056 Emergency Advanced Life Support Level One transport service call.
- (f) \$1,531 Emergency Advanced Life Support Level Two transport service call.
Same applies for Tiered Response (patient is transported in city ambulance)
- (g) \$493 Advanced Life Support treat and release or assist service call (non-transport).
- (h) \$493 Paramedic Intercept service call.
(other service transports patient with city medic on board)
- (i) \$19 per loaded patient mile.
- (j) Additional family members when treated at the same site and transported shall be charged the same fees as Basic Life Support or Advanced Life Support Level One or Two, whichever is appropriate.
- (k) \$0 Dry run (no patient found or care not required).

These are global fees which cover cost of supplies, labor and medicines.

Reports: NARSIS	\$20 (includes tax)
Fire	\$20 (includes tax)

Other: SCBA Bottle	\$7 (includes tax)
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Ambulance/Fire Apparatus Standby Personnel Fees

(a) Standby for service	\$75/unit/person/hour
(b) Ambulance	\$100/hour
(c) Fire Engine w/Jaws	\$100/hour
(d) Brush truck	\$50/hour
(e) Ladder truck	\$1,000/hour
(f) Install flag pole ropes or cables	\$500 each

HazMat Response

Services:

(a) HazMat Technician (certified)	\$34.50/person/hour
(b) HazMat Support (Operations level or higher)	\$20/person/hour
(c) HazMat 2 (Kenworth) & HazMat Trailer (48 ft)	\$160/hour
(d) HazMat 2 (Kenworth) with no trailer	\$80/hour
(e) HazMat 1 (F350) & Decon Trailer	\$122/hour
(f) HazMat 1 (F350) with no trailer	\$61/hour
(g) Suburban & support trailer (incl. 6x6)	\$100/hour
(h) Suburban with no trailer	\$50/hour
(i) Fire Engine (in support of hazmat response)	\$200/hour

Stipend:

(a) HazMat Technician (certified)	\$26.50/hour
(b) HazMat Support (Operations level or higher)	\$15.45/hour

Fireworks Application Fees

All fees are non-refundable.

Applications received by 5 p.m. on June 10th

Minimum Sq. Ft.	Maximum Sq. Ft.	Fee (Per Location)
0	424	\$550
425	600	\$600
601	800	\$700
801	1600	\$900
1601	2400	\$1,250

Applications received June 11th through June 18th – Double the application fee.

Applications received June 19th through June 25th – Triple the application fee.

Applications received by 5 p.m. on December 19th

Minimum Sq. Ft.	Maximum Sq. Ft.	Fee (Per Location)
0	424	\$550
425	600	\$600
601	800	\$700
801	1600	\$900
1601	2400	\$1,250

Insurance Requirements:

Certificate of Insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate coverage.

GENERAL ADMINISTRATION

Application for Franchise	\$500
Copies and Scanned Documents:	
Black & White (Letter & Legal)	\$.25 per copied page (incl. tax)
Colored (Letter & Legal)	\$.60 per copied page (incl. tax)
Black & White (11" x 17")	\$.50 per copied page (incl. tax)
Colored (11" x 17")	\$.75 per copied page (incl. tax)
Credit Card Convenience Fee:	
Charges under \$300	\$2
\$300 - \$700	\$10
\$701 - \$1,000	\$15
\$1,001 and above	Prorated
Documents prepared by City Attorney (i.e., waivers, easements, etc.)	Actual cost
Insufficient Funds	\$25 per occurrence
Administrative Fee	\$15
Reproduction of Recordings	\$20
Research (Nebraska resident)	\$30 per hour (following 8 cumulative hours) and any other fee(s) that are allowed under State Statute
Research (non-Nebraska resident)	\$30 per hour and any other fee(s) that are allowed under State Statute
Liquor Licenses:	
Entertainment District	\$300
Publication Fee	\$15
Special Designated Liquor License	\$40 per day
Miscellaneous Licenses/Permits:	
Junk Shop	\$25 annually
Pawnbroker	\$50 annually plus \$5,000 bond
Itinerant Carnival, Show Troupe	
Itinerant or Commercial Entertainment	\$25 per day or \$100 per week
Tobacco – Retail (Fee set by State Statute)	\$15 annually plus Administrative Fee
Tobacco – Wholesale (Fee set by State Statute)	\$100 annually plus Administrative Fee
Occupation of Street (temporary storage on City property)	Certificate of Insurance \$1,000,000 per occurrence \$1,000,000 aggregate

GOLF COURSE

Fees are set by golf professional and are subject to change.

All fees include sales tax.

All passes are valid at both Quail Run and Van Berg Golf Courses.

Passes not valid for corporate/company/state, booster outings, or tournaments.

Season Pass

Junior 7-day	\$250
Young Adult 7-day	\$550
Single 7-day	\$995
Family 7-day	\$1,400
Senior 7-day	\$895
Super Senior 7-day	\$795
Additional Spouse Pass	\$375

Installment Plan - Single Pass	\$274 down payment due no later than February 15th and four payments of \$185 due February 28th, March 31st, April 30th and May 31st
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Installment Plan - Family Pass	\$351 down payment due no later than February 15th and four payments of \$263 due February 28th, March 31st, April 30th and May 31st
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Annual Cart Pass

Individual	\$700
Spouse of Individual Cart Pass Holder	\$350
Senior/Super Senior	\$560
Spouse of Senior/Super Senior Cart Pass Holder	\$280

Age is determined by age at time of purchase.

Junior – 18 and Under

Young Adult – 19-23

Adult – 24-59

Senior – 60-69

Super Senior – 70 and Over

QUAIL RUN

Daily Green Fees

Weekday 9-hole	\$19
Weekday 18-hole	\$29
Weekend/Holiday 9-hole	\$26
Weekend/Holiday 18-hole	\$38
Junior/Senior/Super Senior Weekday 9-hole	\$15
Junior/Senior/Super Senior Weekday 18-hole	\$22
Twilight (two hours before sunset any day)	\$14

Winter Rates (December 1 – March 31)

9-holes	\$15
9-holes w/cart	\$20
18-holes	\$22
18-holes w/cart	\$29

Punch Cards (Individual or Corporate)

20 Punch 9-hole	\$375
20 Punch Senior/Super Senior 9-hole	\$299
20 Punch 18-hole	\$580
20 Punch Senior/Super Senior 18-hole	\$440

High School Teams - with range (Monday – Friday) \$2,200

Cart Fees

9-hole	\$12
18-hole	\$18
Senior/Super Senior 9-hole	\$11
Senior/Super Senior 18-hole	\$16

Reel Sharpening (fee set by Public Property Director)

Reel and Bedknife Grinding \$50/unit
If parts and/or additional labor are required, additional fees will be assessed.

VAN BERG

Daily Green Fees

Weekday	\$14
Weekend/Holiday	\$17
Junior/Senior/Super Senior Weekday	\$12
Twilight (two hours before sunset any day)	\$11
Additional 9 holes – All players	\$7

Youth golfers (15 and under) play free at Van Berg when accompanied by a greens fee paying adult

Cart Fees

9-hole	\$12
18-hole	\$18
Senior Super Senior 9-hole	\$11
Senior/Super Senior 18-hole	\$16

Punch Cards (Individual or Corporate)

20 Punch	\$295
20 Punch Senior/Super Senior	\$250

Lockbox (if used) - \$10 for all day

Foot Golf Daily Green Fees

9 holes	\$10
18 holes	\$15

Youth (15 and under) 9 holes	\$7
Youth (15 and under) 18 holes	\$12

Ball rental	\$3
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Golf Simulator Fees (March 15 - October 14)

Monday-Friday	\$22/hr
Weekday Special (7 am – 3 pm)	\$15/hr
Saturday, Sunday, Holidays	\$32/hr
Weekend Early Bird Special (7 am – 10 am)	\$20/hr

Golf Simulator Fees (October 15 - March 14)

Monday-Friday	\$35/hr
Weekday Special (7 am – 10 am)	\$20/hr
Saturday, Sunday, Holidays	\$42/hr
Weekend Early Bird Special (7 am – 10 am)	\$25/hr

LIBRARY

Established by Library Board

Fines & Replacement Costs:

\$0.50 per day for each overdue special collection item, including but not limited to, electronic device, game, puzzle, or equipment.

\$25 for any electronic device returned in book drop.

\$50 for overdue "By Reservation Only" projector.

Fee for Damaged/Lost/Unreturned Materials: Up to retail replacement cost of items. Patrons must pay the assessed cost of items. The library will not accept replacement items from patrons in lieu of payment for damaged, lost, or unreturned materials. Materials are deemed unreturned after three months.

Service Fees:

\$1 for replacement of previously issued library or digital library card.

\$40 annually (\$25 for six months) for library privileges for residents outside of Columbus who are not eligible for a free card (per the library card policy).

\$5 for each test proctored (faxing fees and postage may apply).

\$1 per page for outgoing faxes (\$5 maximum up to 25 pages, \$1 per each additional page).

\$0.25 per black & white print made on standard printer/copier.

\$0.50 per color print made on standard printer/copier.

Makerspace fees:

Consumable materials used in the Makerspace are charged to users at cost plus sales tax. Prices are posted in the Makerspace.

Interlibrary Loan (ILL):

Unusual or international postage fees charged by the lending library will be charged after consultation with patron.

\$3 postage recovery fee will be charged to any patron who fails to pick up a requested interlibrary loan book before it expires.

PARKS AND RECREATION

All fees are non-refundable.

Athletic Field Rentals:

Recreation Leagues	\$15/Field/Day Youth \$35/Field/Day Adult
Organized Leagues (Clubs)	\$55/Field/Day Youth/Adult
Tournaments	\$55/Field/Day Youth/Adult
Recreation Practice	No Charge Youth/Adult BUT must be scheduled through Parks and Rec or not permitted
All outside Columbus community games	\$155

Due to proximity of the track and ball field, no baseball games shall be scheduled at the same time a track meet is in progress. Baseball practice may take place, but limited to a practice where balls do not land in the track and football field area.

Bleachers:

Bleacher rental (five-row only)	
For special events held in a city park	\$93/bleacher/event

Contingent upon availability. City will deliver and pick up.

Clinics:

Non-Profit organization (sponsor is a local organization)	\$60 (includes refuse disposal)
Private organization (profits to be used for individual benefit.)	\$215/day (no lights) \$240/day (with lights)

Commercial Nature:

For anything of a commercial nature in any park where electricity is used, a fee will be assessed based on usage.
If additional cleanup is required, an additional \$50 fee will be assessed.

Cleanup for Columbus Days event in Frankfort Square	\$190/day
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Concessionaire:	\$20/day \$35/month
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***Special Event Packet must be processed and approved for those wishing to sell goods and services on park properties.*

Concession Stand Rentals:

Armory, Gerrard, Centennial, Pawnee Park Baseball, Bradshaw, and Wilderness

Non-profit organization \$130/season, plus cleanup

Private organization \$295/season, plus cleanup

Disc Golf:

Tournaments \$35/tournament

League Play \$35/each

**Once per week/12 consecutive week maximum*

Football: (Pawnee and Bradshaw Parks)

Scotus & Columbus High Schools \$800/varsity game

JV, Junior High, Freshman, Middle School
and Soap Scrimmages (with lights) \$400/game

JV, Junior High, Freshman, and Middle School (no lights) \$200/game

All non-local teams \$1,000/game

Soccer (Pawnee Park Memorial Stadium):

Games with lights \$400/game

Games without lights \$200/game

Horseshoes:

Electricity \$100/season

Tournaments \$65/tournament

Softball:

High School/College \$70 for refuse disposal
plus 35% of actual electricity usage for each season

Tennis/Pickleball:

High School	\$500/school year
Pawnee Park	\$26/court/day \$35 for 6 courts, 2 hours/day \$100 for 6 courts/day
Gerrard Park	\$26/court/day
Tennis Association Electricity Fee	\$275/season

Track:

Practice per season, per school (Columbus and Scotus High Schools, Columbus Middle School & Scotus Jr. High)	\$335
Invites and Relays	\$195/meet
Dual/Triangular Meets	\$70/meet
Districts or Conference (Columbus Schools)	\$270/meet
Districts or Conference (not involving Columbus Schools)	\$395/meet
Electronic Timing System	\$210/meet
Special Olympics	\$50

No track practice can be held when a scheduled track meet is in progress. Due to proximity of the track and ball field, no baseball games shall be scheduled at the same time a track meet is in progress. Baseball practice may take place, but limited to a practice where balls do not land anywhere in the track and football field areas.

Cost for items such as hurdles, jumping standards, jumping pits, and pole vault boxes will be split between the City, Columbus High School, and Scotus High School.

PROGRAMS:

The Parks and Recreation Director shall establish recreation program fees for miscellaneous sales, programming, special events, and promotion.

Program fees are non-refundable.

Shelter Reservations:

Glur Park Shelter	\$50/day
Pawnee Park West Shelter	\$\$125/day
Pawnee Park East Shelter	\$50/day

Payable at time reservation is made. Non-refundable.

Bark Park Reservation	\$35/day
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Frankfort Square Reservations:

\$35/event

\$100/event with profit capability

Stadium Reservations:

\$150 plus cleanup per event where no admission is charged or concession used. Park crew wages will be added to the \$150 fee for cleanup.

\$225/event where admission is charged.

\$300/event where concessions are sold.

\$525/event where admission is charged and concession are sold.

\$50/hour for video board usage

Marching Band Festival	\$800
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Wedding Reservation	\$35
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Condition of area for wedding is "as is".

All events requiring extra cleanup (garbage receptacles emptied only)	\$70/day
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POLICE

Impounded Vehicle:

Outside Storage	\$10 per day
Inside Storage	\$20 per day
Towing	Per agreement w/towing companies
Administrative Fee	\$30

Miscellaneous:

Reports (pick up in person)	\$5 First Page - \$1 Add'l Page
Faxes	\$5 First Page - \$1 Add'l Page
Criminal History Fee	\$10
CD containing audio/video/photo reproduction	\$20
Research (Nebraska resident)	\$30 per hour (following 8 cumulative hours and any other fee(s) that are allowed under State Statute
Research (non-Nebraska resident)	\$30 per hour and any other fees that are allowed under State Statute
Fingerprints	\$5 per card
Bike License	\$5
ATV/UTV/Golf Car Permit	
Fiscal Year 2022-2023	\$20
Fiscal Year 2023-2024	\$30
Fiscal Year 2024-2025	\$40
Fiscal Year 2025-2026	\$50
Gun Permit	\$5
Vendor/Solicitor Permit	\$15 per day or \$30 per month
Parking	\$15 - \$500

False Alarm:

One – Four	No Charge
Five – Seven	\$25 each
Eight – Ten	\$50 each
Eleven – Subsequent	\$100 each

Fire False Alarm:

First False Alarm	No Charge
Any subsequent within 6 months	\$100

Registration:

Vacant Building	\$5
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Parking Violations:

The fines for parking violations, if paid within five (5) days are as follows:

Handicapped (Disabled) Parking, 1 st Offense:	\$150
Handicapped (Disabled) Parking, 2 nd Offense:	\$300 within one-year period
Handicapped (Disabled) Parking, 3 rd Offense:	\$500 within one-year period
Restricted Parking Lot, 1 st Offense:	\$15
Restricted Parking Lot, 2 nd Offense:	\$25
Restricted Parking Lot, 3 rd Offense:	\$100
Parking Near Fire Hydrant	\$25
Parking in Fire Lane	\$25
Parking Near Street Intersection	\$15
Parking Within Sidewalk Space	\$15
Parking Near Traffic Control Device	\$15
Semi-Truck/Trailer and Commercial Vehicle Violation	\$15
Angle Parking	\$15
Parking of Oversize Vehicles, Trailer, Mobile Home, Camping Trailer, or Bus in Residential Districts	\$15
School Buses Stopped	\$15
Parking Prohibited on Certain Streets	\$15
Parking Upon Roadways or City Parking Lots for certain purposes prohibited	\$15
Abandoned Vehicle	\$15
Obstructing Driveways or Roads	\$15
Painting Curbs, Prohibited	\$15
Parking In Alleys	\$15
Impeding or Obstructing Traffic	\$15
Standing in Loading Zone	\$15
Large Vehicles Parked	\$15
Parking for the purpose of selling merchandise	\$15
Parallel Parking	\$15
Streets Without Curb	\$15
Parking Time Limits	\$15
Stopping, Standing, or Parking in places which would cause hazardous conditions or traffic congestion	\$15
Parking with left side to curb prohibited	\$15
Unattended Motor Vehicles	\$15

The fines for all parking violations will double if not paid within five (5) days from the date the citation was issued.

The storage fee for vehicle impound lot will begin the day vehicle is placed into impound and end the day vehicle is removed from impound.

POLICE - ANIMAL CONTROL

Licensing:

Exotic Animal	\$20 plus administrative and actual publication costs
Dog and Cat (January-December Intact)	\$25
Dog and Cat (January-December Altered)	\$13
Replacement Tag	\$3
Lifetime Dog and Cat License: <i>Non-transferable and Non-refundable</i>	
6 months to 5 years old	\$100
over 5 years old	\$50

Impound Fees:

First Offense	\$15
Second Offense	\$25
Third Offense and each thereafter	\$40
Daily Charge for Animal in Custody	\$10

Unclaimed livestock found stray that are not able to be housed at the shelter will be charged same rates assessed by outside agency (i.e., sale barn, vet clinic or other organization contracted for this service.)

Animal under investigation at shelter for either a bite, vicious, or dangerous investigation case

\$25 per day

Upon the owner of any animal claiming their pet, the owner shall be responsible for all medical costs incurred by the City of Columbus while in the custody of the City of Columbus.

City Live Animal Trap Program:

Refundable Deposit	\$50
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Commercial Animal Establishment: \$100 annually

Hobby Beekeeper Application (non-refundable) \$20

Dangerous Dog Appeal (non-refundable) \$100

The Erna Badstieber Paws and Claws Adoption Center may request an appeal hearing without the appeal fee.

POLICE – CODE ENFORCEMENT

Nuisances:

Abatement of Nuisance/Rubbish	\$100 per hour (minimum \$100) plus postage, dumping fees, equipment fees, legal fees, and \$50 administrative fee
Weed Abatement	\$85 per hour (minimum of \$85) plus postage dumping fees, equipment fees, legal fees, and \$50 administrative fee
Removal of Snow & Ice	\$85 per hour (minimum of \$85) plus postage, equipment fees, legal fees, and \$50 administrative fee
Towing	per agreement w/towing company plus postage, legal fees, storage fees, and \$50 administrative fee
Storage fees:	
Outside storage	\$10 per day
Inside storage	\$20 per day
Equipment Fee	\$15

PUBLIC WORKS - STREET

Equipment Charges (for equipment only):

Equipment	Per Hour Cost + labor	Minimum
Backhoe	\$100	\$200
Boom Truck/Sign Truck	\$100	\$200
Chipper	\$50	\$100
Compressor	\$50	\$100
Concrete Saw	\$8 per foot	\$100
Dump Truck	\$50 five yards	\$100
Dump Truck	\$100 ten yards	\$200
Grader	\$150	\$300
Loader	\$100	\$200
Pickup	\$30	\$60
Sweeper	\$75	\$150
Tractor	\$50	\$100
VAC Trailer	\$125	\$175
Mower	\$125	\$150

Other equipment charges will be actual costs plus a 10% administrative charge (with a 2 hour minimum charge).

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8 hour work day (minimum charge of \$70).

Sidewalk Replacement \$300 for 25 sq. ft.(min.) \$10/sq. ft. for each add'l sq. ft.

Street Replacement \$400 for 25 sq. ft (min.) \$13/sq. ft. for each add'l sq. ft.
Only concrete (6" typical)

Street Replacement w/
Asphalt Overlay \$350 for 25 sq. ft. (min.) \$12/sq. ft. for each add'l sq. ft.

Street Replacement w/
Only Asphalt (6" typical) \$300 for 12 sq. ft. (min.) \$11/sq. ft. for each add'l sq. ft.

Removal of Right of Way Tree:

With Tree Replacement	\$15
Without Tree Replacement	\$75

Tree Service Registration \$15 annually plus \$500,000/\$1,000,000 liability insurance coverage

Pruning of Branches on Right of Way or Park Trees for Purpose of Moving a Building must be done by contractor.

Utility Cuts	\$15 per lineal foot	\$200 minimum
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Excavation Permit:

	FEE (per sq. ft.)
Concrete less than 4" depth	\$10
Concrete 4" – 6" depth	\$10
Concrete over 6" depth	\$10
Asphalt less than 4" depth	\$10
Asphalt 4" – 6" depth	\$10
Asphalt over 6" depth	\$10
Gravel	\$10
Fill Material	\$10

Should area not be restored by applicant, City will restore and charge the cost of restoration.

PUBLIC WORKS - TRANSFER STATION

Garbage Hauler Licensing Fees & Requirements: \$150 annual fee + bond in an amount equal to 1/4 of the total transfer station charges incurred by the licensed hauler during the preceding calendar year. Those haulers not in business for one full year will post a bond of \$5,000.

Overweight Permit: \$100 per vehicle

City Fees: The following quantities and fees shall apply to the weight of all municipal solid waste, refuse, and materials deposited or unloaded at the Solid Waste Transfer Station:

Category	Fee	Minimum
Solid Waste Availability Fee (billed on water/sewer utility bills and collected as such):		
Residential	\$2 per month	
Commercial	\$6 per month	
Industrial	\$10 per month	
 Municipal Solid Waste Tipping Fee deposited or unloaded other than by a licensed garbage hauler: (An additional trailer shall be considered an additional vehicle.)	 \$69 per ton	 \$15 per vehicle (up to 320 lbs)
 Community Cleanup Rate:	 \$10 minimum (up to 2 days, twice a year)	
 Municipal Solid Waste Tipping Fee deposited or unloaded by a licensed garbage hauler: + Occupation Tax	 \$42 per ton \$27 per ton	
<i>* Occupation Tax is covered in Columbus City Code – Section 111.03</i>		
 Wood pallets, construction and demolition debris or masonry rubble deposited or unloaded other than by a licensed garbage hauler: (An additional trailer shall be considered an additional vehicle.)	 \$69 per ton	 \$3.50 per vehicle (up to 100 lbs)
 Wood pallets, construction and demolition debris or masonry rubble deposited or unloaded by a licensed garbage hauler: + Occupation Tax	 \$42 per ton \$27 per ton	
<i>* Occupation Tax is covered in Columbus City Code – Section 111.03</i>		

Category	Fee	Minimum
Trees and limbs (virgin wood) deposited or unloaded at the Solid Waste Transfer Station or other designated dumping grounds (other than by a licensed garbage hauler): (An additional trailer shall be considered an additional vehicle.)	\$69 per ton	\$2.50 per vehicle (up to 80 lbs)

Trees and limbs (virgin wood) deposited or unloaded at the Solid Waste Transfer Station or other designated dumping grounds (by a licensed garbage hauler):	\$42 per ton
+ Occupation Tax.	\$27 per ton

** Occupation Tax is covered in Columbus City Code – Section 111.03*

Trees and limbs (virgin wood) deposited or unloaded at the Solid Waste Transfer Station or other designated dumping grounds weighing less than 20 lbs:	No Charge
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Any material deposited or unloaded which causes any damages or plugging up of the Transfer Station push pits:	Actual cost of incurred expense	\$75 per occurrence
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Equipment:	Per hour cost	Minimum
Dump Truck	\$50	\$100
Loader	\$100	\$200
Pickup	\$30	\$60

Other equipment charges will be actual costs plus a 10% administrative charge (with a 2 hour minimum charge)

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8 hour work day (minimum charge of \$70).

Inoperative Scales: If the scale is inoperative for any reason, the charge to licensed collectors and others with charge accounts shall be the average charge per load for the previous full month or the operator may require customers to acquire a weight slip from a commercial scale.

Right of Refusal: Should any illegal or questionable material be brought to the transfer station to be deposited or unloaded, the transfer station reserves the right of refusal of the material.

PUBLIC WORKS - WATER/SEWER UTILITIES

Water Rate Table:

Rates per 1,000 gallons or portions thereof:

Use	Location	6/01/24	6/01/25	6/01/26	6/01/27	6/01/28
Residential	Inside City Limits	\$1.47	\$1.61	\$1.77	\$1.93	\$2.12
Residential	Outside City Limits	\$2.93	\$3.21	\$3.52	\$3.85	\$4.22
Commercial	Inside City Limits	\$1.32	\$1.45	\$1.59	\$1.74	\$1.90
Commercial	Outside City Limits	\$2.88	\$3.15	\$3.45	\$3.78	\$4.14
Industrial	Inside City Limits	\$1.30	\$1.42	\$1.56	\$1.71	\$1.87
Industrial	Outside City Limits	\$2.70	\$2.96	\$3.24	\$3.55	\$3.89

Monthly Service Charges: 9.5% per year

Meter Size	6/01/24	6/01/25	6/01/26	6/01/27	6/01/28
¾"	\$7.43	\$8.14	\$8.91	\$9.75	\$10.68
1"	\$7.43	\$8.14	\$8.91	\$9.75	\$10.68
1-½"	\$22.29	\$24.41	\$26.72	\$29.26	\$32.04
2"	\$37.15	\$40.68	\$44.54	\$48.77	\$53.40
3"	\$74.29	\$81.35	\$89.08	\$97.54	\$106.81
4"	\$111.44	\$122.03	\$133.62	\$146.31	\$160.21
6"	\$222.88	\$244.05	\$267.24	\$292.62	\$320.42
8"	\$371.46	\$406.75	\$445.40	\$487.71	\$534.04
10"	\$557.20	\$610.13	\$668.09	\$731.56	\$801.06
12"	\$1,040.10	\$1,138.91	\$1,247.11	\$1,365.58	\$1,495.31

Special Water: For water connections that have never been assessed or charged for water service.

Special Connection Charge for Lots 66' or less
 - Outside City Limits \$2,508.00
 \$110.00 additional

Special Connection Charge for Lots in excess of 66'
 - Outside City Limits \$38.00 per front footage
 \$110.00 additional

Sewer Rate Table:

Rates per 1,000 gallons or portions thereof:

Use	Location	6/01/24	6/01/25	6/01/26	6/01/27	6/01/28
Residential	Inside City Limits	\$5.28	\$5.44	\$5.60	\$5.77	\$5.94
Residential	Outside City Limits	\$7.59	\$7.82	\$8.05	\$8.29	\$8.54
Commercial	Inside City Limits	\$5.28	\$5.44	\$5.60	\$5.77	\$5.94
Commercial	Outside City Limits	\$7.59	\$7.82	\$8.05	\$8.29	\$8.54
Industrial	Inside City Limits	\$5.28	\$5.44	\$5.60	\$5.77	\$5.94
Industrial	Outside City Limits	\$7.59	\$7.82	\$8.05	\$8.29	\$8.54

Monthly Service Charges: 3% per year

Meter Size					
3/4"	\$9.69	\$9.98	\$10.28	\$10.59	\$10.91
1"	\$9.69	\$9.98	\$10.28	\$10.59	\$10.91
1-1/2"	\$29.08	\$29.95	\$30.85	\$31.77	\$32.72
2"	\$48.46	\$49.91	\$51.41	\$52.95	\$54.54
3"	\$96.92	\$99.83	\$102.82	\$105.90	\$109.08
4"	\$145.38	\$149.74	\$154.23	\$158.86	\$163.62
6"	\$290.75	\$299.48	\$308.46	\$317.71	\$327.24
8"	\$484.59	\$499.13	\$514.10	\$529.52	\$545.41
10"	\$726.88	\$748.69	\$771.15	\$794.28	\$818.11
12"	\$1,356.85	\$1,397.55	\$1,439.48	\$1,482.66	\$1,527.14

Special Sewer: For sewer connections that have never been assessed or charged for sanitary sewer service.

Special Connection Charge for Lots 66' or less \$1,650.00
 - Outside City Limits \$110.00 additional

Special Connection Charge for Lots in excess of 66' \$25.00 per front footage
 - Outside City Limits \$110.00 additional

Sewer Surcharge Rate: BOD \$0.234 per pound
 TSS \$0.194 per pound
 Grease \$0.388 per pound

Disposal of Septic Waste or Portable Waste at the WWTF \$0.05 per gallon

Stormwater Management Program:

Residential zoning (AG, RR, R-1, R-2, R-3, and RMH)

Tier No.	Parcel Max Impervious Surface Area (sq. ft.)	Rate
1	between 0.0 and 4,000	\$3.00
2	between 4,001 and 6,000	\$3.25
3	between 6,001 and 50,000	\$3.50
4	greater than 50,000	\$6.00

Commercial zoning (O, LC, UC, B-1, and B-2) and Industrial zoning (ML/C-1 and MH)

1	between 0 and 36,000	\$3.00
2	between 36,001 and 195,000	\$4.75
3	between 195,001 and 1,450,000	\$9.00
4	greater than 1,450,000	\$11.50

Grease Management Program:

Grease Trap interceptor and/or automatic grease removal device	
Annual permit	\$50 per unit
Annual inspection	\$35 per site
Late fee and/or non-permitted activity	\$100 per unit/per occurrence
Grease disposal	\$0.15 per gallon

Nonresidential Strength Wastewater shall be charged actual costs based on composition of the waste for treatment, handling, and disposal plus a 10% administrative charge.

Water/Sewer Miscellaneous:

Water Permit	\$50 each	
Sewer Permit	\$50 each	
Water – Turned On	\$25 per occurrence	Non-Payment & Convenience Call
	\$50	Non-Payment – After 5 pm of the day of request
	\$100	Convenience call - After 5 pm of the day of the request
Water – Shut Off	\$25 per occurrence	Non-Payment & Convenience Call
	\$100	Convenience call - After 5 pm of the day of the request
Insufficient Funds	\$25 per occurrence	
Filling Consumer Tanks	\$5 for first 1,000 gallons & \$3.75 for each add'l 1,000 gallons or portions thereof over 1,000 gallons.	
Rates for Building Under Construction	Regular charge-as though water was taken by regular customer service.	

Equipment:	Per Hour Cost	Minimum
Backhoe	\$100	\$200
Compressor	\$50	\$100
Dump Truck	\$50 five yards	\$100
Dump Truck	\$100 ten yards	\$200
Loader	\$100	\$200
Service Truck	\$45	\$90
Service Van	\$50	\$100
Pumps	\$50	\$100
Tapping Machine	\$150 per tap	
Fire Hydrant:		
Meter	\$100 deposit	
Flush Valve	\$100 deposit	\$30 monthly
Water Line Freeze Pack	\$100 per line	
Bulk Water Fill Station	\$5.50 per load or per each 1,000 gallons	

Other equipment charges will be actual costs plus a 10% administrative charge (with a 2-hour minimum charge).

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8-hour work day (minimum charge of \$70).

Service:

Sewer Cleaning	Commercial	Residential
Wash Down	\$75 per hr. - \$150 minimum	\$50 per hr. - \$100 minimum
Haul Water	\$75 per hr. plus current water rates	\$75 per hr. plus current water rates

Video Inspection: Rates are charged as per foot for contract Video Inspections or Service Locates. This rate is for video inspection only. If lines need to be cleaned, contractor will be charged as per fee schedule. If any other labor is involved, the contractor will be charged for additional labor.

Line Size	Cost	Minimum
6" Sewer Lines	\$.75 per ft.	\$100
8" Sewer Lines	\$1.00 per ft.	\$125
10" Sewer Lines	\$1.50 per ft.	\$150
12" Sewer Lines	\$2.00 per ft.	\$200

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8-hour work day (minimum charge of \$70).

Combination Pressure/Vacuum Cleaning Sewer Line: Rates are charged as per foot for contract Vacuum/Cleaning Sewer Line Services. This rate is for pressure/vacuum cleaning only. If any other labor is involved, the contractor will be charged for additional labor.

Line Size	Cost	Minimum
6" Sewer Lines	\$.75 per ft.	\$100
8" Sewer Lines	\$1.00 per ft.	\$125
10" Sewer Lines	\$1.50 per ft.	\$150
12" Sewer Lines	\$2.00 per ft.	\$200

Labor charge (per employee) is \$55 per hour up to the first 8 hours and \$80 for each hour thereafter for an 8-hour work day (minimum charge of \$70).

VAN BERG

Daily Green Fees

Weekday	\$14
Weekend/Holiday	\$17
Junior/Senior/Super Senior Weekday	\$12
Twilight (two hours before sunset any day)	\$11
Additional 9 holes – All players	\$7

Youth golfers (15 and under) play free at Van Berg when accompanied by a greens fee paying adult

Cart Fees

9-hole	\$12
18-hole	\$18
Senior Super Senior 9-hole	\$11
Senior/Super Senior 18-hole	\$16

Punch Cards (Individual or Corporate)

20 Punch	\$295
20 Punch Senior/Super Senior	\$250

Lockbox (if used) - \$10 for all day

Foot Golf Daily Green Fees

9 holes	\$10
18 holes	\$15
Youth (15 and under) 9 holes	\$7
Youth (15 and under) 18 holes	\$12
Ball rental	\$3

Golf Simulator Fees (March 15 - October 14)

<u>Monday-Friday</u>	<u>\$22/hr</u>
<u>Weekday Special (7 am – 3 pm)</u>	<u>\$15/hr</u>
<u>Saturday, Sunday, Holidays</u>	<u>\$32/hr</u>
<u>Weekend Early Bird Special (7 am – 10 am)</u>	<u>\$20/hr</u>

Golf Simulator Fees (October 15 - March 14)

<u>Monday-Friday</u>	<u>\$35/hr</u>
<u>Weekday Special (7 am – 10 am)</u>	<u>\$20/hr</u>
<u>Saturday, Sunday, Holidays</u>	<u>\$42/hr</u>
<u>Weekend Early Bird Special (7 am – 10 am)</u>	<u>\$25/hr</u>

14.F. Resolution No. R25-30 approving non-exclusive franchise agreement with Eagle Broadband Investments, LLC.

DRAFT

RESOLUTION NO. R25-30

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING NON-EXCLUSIVE FRANCHISE AGREEMENT WITH EAGLE BROADBAND INVESTMENTS, LLC D/B/A VYVE BROADBAND FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF A BROADBAND SYSTEM, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HEREWITH.

WHEREAS, the non-exclusive franchise agreement with Eagle Broadband Investments, LLC d/b/a Vyve Broadband, is hereby deemed appropriate and in the best interest of the citizens and inhabitants of the City of Columbus.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Eagle Broadband Investments, LLC d/b/a Vyve Broadband for non-exclusive franchise agreement, a copy of which is incorporated herein by this reference, is approved and the Mayor is hereby authorized, directed and empowered to execute the same on behalf of the city.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

An Agreement Granting a Franchise to Eagle Broadband Investments, LLC d/b/a Vyve Broadband for the Construction and Operation of a Broadband System within the City of Columbus, Nebraska

The City of Columbus, having determined that the financial, legal, and technical ability of Eagle Broadband Investments, LLC d/b/a Vyve Broadband, is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future Broadband-related needs of the community, does hereby ordain as follows:

SECTION 1 Definition of Terms

For the purpose of this agreement (the Agreement), the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- a. Affiliate means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.
- b. Basic Broadband means the tier of Broadband Video Service regularly provided to all Subscribers that includes the retransmission of local broadcast television signals.
- c. Broadband Service means (i) the two-way transmission to and from Subscribers of Video Programming or other services, and (ii) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other services.
- d. Broadband System means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other equipment that is designed to provide Broadband Service or other services to Subscribers.
- e. FCC means Federal Communications Commission or successor governmental entity thereto.
- f. Franchise means the initial authorization, or renewal thereof, issued by Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Broadband System for the purpose of offering Broadband Service or other service to Subscribers.
- g. Franchising Authority means the City of Columbus, Nebraska, or the lawful successor, transferee, or assignee thereof.

- h. Grantee means Eagle Broadband Investments, LLC d/b/a Vyve Broadband, or the lawful successor, transferee, or assignee thereof.
- i. Gross Revenues means the monthly revenues for the provision of Basic and Premium Broadband Video Services received by Grantee from Subscribers located within the Service Area. Gross Revenues does not include: (i) any revenues received from any advertising carried on the Broadband System; (ii) any taxes on Broadband Service which are imposed directly or indirectly on any Subscriber by any governmental unit or agency, and which are collected by Grantee on behalf of such governmental unit or agency (iii) any revenue collected from Exempt Internet based products.
- j. Person means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.
- k. Public Way means the surface of, and the space above and below, any public street highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by Franchising Authority in the Service Area which shall entitle Franchising Authority and Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Broadband System. Public Way also means any easement now or hereafter held by Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchising Authority and Grantee to the use thereof for the purposes of installing or transmitting Grantees Broadband Service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Broadband System.
- l. Service Area means the present municipal boundaries of Franchising Authority if Franchising Authority is a city, and shall include any additions thereto by annexation or other legal means; and means the county boundaries of Franchising Authority if Franchising Authority is a county.
- m. Subscriber means a user of the Broadband System who lawfully receives Broadband Service or other service therefrom with Grantees express permission.
- n. Video Programming means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2 Grant of Franchise

2.1 **Grant.** Franchising Authority hereby grants to Grantee a nonexclusive Franchise which authorizes Grantee to construct and operate a Broadband System and offer Broadband Service and or other services provided over broadband network in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, Cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Broadband System. The Grantor reserves the right to grant a similar use of said streets, public ways, and public places to other qualified persons/entities at any time during the period of this Franchise and as long as this granting is done pursuant to Applicable Law.

2.2 **Term.** The Franchise granted pursuant to this Agreement shall be for an initial term of ten (10) years from the passed and adopted date of the Franchise unless otherwise lawfully revoked or terminated in accordance with the terms of this Agreement.

2.3 **Acceptance.** Grantee shall accept the Franchise granted pursuant hereto by signing this Agreement and filing same with the City Clerk or other appropriated official or agency of Franchising Authority within sixty (60) days after the passage and final adoption of this Agreement.

2.4 **Competitive Fairness.** In the event Franchising Authority enters into a franchise, permit, license, authorization, or other agreement of any kind with any Person other than Grantee to enter into Franchising Authority's streets and public ways for the purpose of constructing or operating a Broadband System or providing Broadband Service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

SECTION 3 Standards of Service

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

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

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

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

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

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

3.7 **Performance Monitoring.** Grantee shall test the broadband system consistent with the FCC regulations.

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

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

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

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

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

3.13 **Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the public way, street, or paved area as a result of its operation, construction, or maintenance of the broadband system to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance. Any excavation or repair of a Street or public roadway shall be performed in accordance with applicable provisions of Applicable Law.

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

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

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

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

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

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

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

3.21 **Service.** Grantee shall not be required to provide more than two (2) Public, Educational, Government Video access channels.

SECTION 4

Regulation by Franchising Authority

4.1 Franchise Fee.

(A) Grantee shall pay to Franchising Authority a franchise fee equal to five percent (5%) of Gross Video Revenues and three percent (3%) of Gross VoIP Phone revenues received by Grantee on a quarterly basis; provided, however, that Grantee may credit against any such payments, except state and local sales tax: (i) any tax, fee, or assessment of any kind imposed by Franchising Authority on a Broadband operator, or Subscriber, or both, solely because of their status as such; (ii) any tax, fee or assessment of general applicability which is unduly discriminatory against Broadband operators or Subscribers (including any such tax, fee, or assessment imposed, both on utilities and Broadband operators and their services), and (iii) any other special tax, assessment, or fee such as a business, occupation, and entertainment tax. For the purpose of this Section, the 12-month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year, unless otherwise agreed to in writing by Franchising Authority and Grantee. The franchise fee payment shall be due and payable forty-five (45) days after the close of the preceding calendar quarter. Each payment shall be accompanied by a letter from a representative of Grantee showing the basis for the computation. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

(B) **Limitation on Franchise Fee Actions.** The period of limitation for recovery of any franchise fee payable hereunder shall be five (5) years from the date on which payment by Grantee is due. Unless within five (5) years from and after such payment due date Franchising Authority initiates a lawsuit for recovery of franchise fees in a court of competent jurisdiction, recovery shall be barred and Franchising Authority shall be estopped from asserting any claims whatsoever against Grantee relating to alleged franchise fee deficiencies.

4.2 **Rates and Charges.** Franchising Authority may not regulate the rates for the provision of Broadband Service or other service, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as may be authorized pursuant to federal and state law. From time to time, and at any time, Grantee has the right to modify its rates and charges, at its discretion and without consent of Franchising Authority, including, but not limited to, the implementation of additional charges and rates; provided, however, that Grantee shall give notice to Franchising Authority of any such modifications or additional charges thirty (30) days prior to the effective date thereof.

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

4.4 **Conditions of Sale.** Except to the extent expressly required by federal or state law, if a renewal or extension of the Franchise is denied or the Franchise is lawfully terminated, and Franchising Authority either lawfully acquires ownership of the Broadband System or by its actions lawfully effects a transfer of ownership of the Broadband System to another party, any such acquisition or transfer shall be at a fair market value, determined on the basis of the Broadband System valued as a going concern. Nothing in this section would require franchising authority to acquire broadband system of grantee.

Grantee and Franchising Authority agree that in the case of a lawful revocation of the Franchise, at Grantees request, which shall be made in its sole discretion, Grantee shall be given a reasonable opportunity to effectuate a transfer of its Broadband System to a qualified third party. Franchising Authority further agrees that during such a period of time, it shall authorize Grantee to continue to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such revocation. If, at the end of that time Grantee is unsuccessful in procuring a qualified transferee or assignee of its Broadband System which is reasonably acceptable to Franchising Authority, Grantee and Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that Grantees continued operation of its Broadband System during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either Franchising Authority or Grantee.

Notwithstanding anything to the contrary set forth in this Section 4.4, neither Franchising Authority nor Grantee shall be required to violate federal or state law.

4.5 **Transfer of Franchise.** All of the rights and privileges and all of the obligations, duties and liabilities created by this Franchise shall pass to and be binding upon the successors of the Franchising Authority and the successors and assigns of Grantee; and the same shall not be assigned or transferred without the written approval of the Franchising Authority, which approval shall not be unreasonably withheld; provided, however, that this Section shall not prevent the assignment or hypothecation of the Franchise by Grantee as security for debt without such approval; and provided further that transfers or assignments of this Franchise between any parent and subsidiary corporation or between entities of which at least fifty percent (50%) of the beneficial ownership is held by the same person, persons, or entities, or entities which are controlled or managed by the same person, persons, or entities, shall be permitted without the prior approval of the Franchising Authority.

SECTION 5

Compliance and Monitoring

5.1 **Books and Records.** Grantee agrees that Franchising Authority may review such of Grantees books and records, during normal business hours and on a non-disruptive basis, as are reasonably necessary to monitor compliance with the terms hereof. Such records

include, but are not limited to, any public records required to be kept by Grantee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. Franchising Authority agrees to treat any information disclosed to it by Grantee as confidential, and to disclose it only to employees, representatives, and agents of Franchising Authority that have a need to know or in order to enforce the provisions hereof. Upon request of the Franchising Authority, Grantee shall file a current map or set of maps, showing the standard design and location of all CATV system equipment installed in the City.

Grantee shall keep a set of books and records which shows all of Grantees gross revenues from the CATV system within the City and upon request shall provide same to the Franchising Authority.

5.2 Periodic Reviews.

- A. The City may require a review of the franchise on or about the fifth and seventh anniversary of its effective date.
 - (a) Any such review shall be open to the public and announced in the official City newspaper. Grantee shall reasonably notify its local subscribers of review sessions by announcing same on a local origination channel of the CATV system.
 - (b) Topics to be discussed at any scheduled review session may include, but will not be limited to: franchise fees, if regulation thereof is permitted under applicable law; free or discounted services; application of new technologies; system performance; services provided; programming offered; customer complaints; privacy; amendments to the Agreement; judicial and FCC rulings; line extension policies; and Grantee and City rules.
 - (c) Members of the general public may add topics by requesting of the City that such topics be added to the agenda of its meeting.
 - (d) During a review and evaluation by the City, Grantee shall fully cooperate with the City and shall provide such non-confidential information and documents as the City may need to reasonably perform the review.

5.3 Complaints. All complaints shall be handled by Eagle Broadband Investments, LLC d/b/a Vyve Broadband on an informal basis. Eagle Broadband Investments, LLC d/b/a Vyve Broadband shall implement a process for handling inquiries, billing issues, service issues and other complaints. In the event that an issue is not resolved through this process, the City may request a confidential, non-binding mediation with Eagle Broadband Investments, LLC d/b/a Vyve Broadband, with the costs to be shared equally between the City and Eagle Broadband Investments, LLC d/b/a Vyve Broadband. Grantee shall respond to subscriber complaints within thirty-six (36) hours after a complaint is made, except for acts of God. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the

procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

5.4 Records Required. The Grantee shall at all times maintain: A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year; and, a full and complete set of plans, records and strand maps showing the location of the Broadband system.

SECTION 6

Insurance, Indemnification, and Bonds or Other Surety

6.1 Insurance Requirements. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

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

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

6.2 Indemnification. Grantee agrees to indemnify, save and hold harmless, and defend Franchising Authority, its officers, boards and employees, and agents, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death) which arise out of Grantees construction, operation or maintenance of its Broadband System, including, but not limited to, reasonable attorney's fees and costs.

6.3 Bonds and Other Surety. Except as expressly provided herein, Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. Franchising Authority acknowledges that the legal, financial, and technical qualifications of Grantee are sufficient to afford compliance with the terms of the Franchise and the enforcement thereof. Grantee and Franchising Authority recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Broadband Service or other service. In order to minimize such costs, Franchising Authority agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. Franchising Authority agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$10,000, conditioned upon the substantial performance of the material terms, covenants, and conditions of the Franchise. Initially, no bond or other surety shall be required. In the event that one is required in the future, Franchising Authority agrees to give Grantee at least sixty (60) days prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in Grantees legal, financial, or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the Franchise or afford compliance therewith.

SECTION 7
Enforcement and Termination of Franchise

7.1 **Notice of Violation.** In the event that Franchising Authority believes that Grantee has not complied with the terms of the Franchise, it shall notify Grantee in writing of the exact nature of the alleged default.

7.2 **Grantees Right to Cure or Respond.** Grantee shall have thirty (30) days from receipt of the notice described in Section 7.1: (a) to respond to Franchising Authority contesting the assertion of default; (b) to cure such default; or (c) in the event that, by the nature of the default, such default cannot be cured within the thirty (30) day period, to initiate reasonable steps to remedy such default and to notify Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 **Public Hearing.** In the event that Grantee fails to respond to the notice described in Section 7.1 pursuant to the procedures set forth in Section 7.2 or in the event that the alleged default is not remedied within sixty (60) days after Grantee is notified of the alleged default pursuant to Section 7.1, Franchising Authority shall schedule a public meeting to investigate the default. Such public meeting shall be held at the next regularly scheduled meeting of Franchising Authority which is scheduled at a time which is no fewer than five (5) business days therefrom. Franchising Authority shall notify Grantee of the time and place of such meeting and provide Grantee with an opportunity to be heard.

7.4 **Enforcement.** Subject to applicable federal and state law, in the event Franchising Authority determines, after such meeting, that Grantee is in default of any provision of the Franchise, Franchising Authority may in their discretion, chose one or more of the following:

- (a) Foreclose on all or any part of any security provided under the Franchise, if any, including, without limitation, any bonds or other surety; provided, however, that the foreclosure shall only be in such a manner and in such amount as Franchising Authority reasonably determines is necessary to remedy the default;
- (b) Commence an action at law for monetary damages or seek other equitable relief;
- (c) In the case of a substantial default of a material provision of the Franchise, declare the Franchise to be revoked;
- (d) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages.

Grantee shall not be relieved of any of its obligations to comply promptly with any provision of the Franchise by reason of any failure of Franchising Authority to enforce prompt compliance.

7.5 **Acts of God.** Grantee shall not be held in default of the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such alleged default is caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control.

SECTION 8
Miscellaneous Provisions

8.1 **Preemption.** If the FCC or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the Franchise, then to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by Franchising Authority, the jurisdiction of Franchising Authority shall cease and no longer exist.

8.2 **Actions of Franchising Authority.** In any action by Franchising Authority or representative thereof mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

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

8.4 **Notice.** Unless expressly otherwise agreed between the parties, every notice of response to be served upon Franchising Authority or Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service.

The notices or responses to Franchising Authority shall be addressed as follows:

City of Columbus
2500 14th Street, Ste 3
PO Box 1677
Columbus, Nebraska 68602-1677

The notices or responses to Grantee shall be addressed as follows:

Eagle Broadband Investments, LLC
d/b/a Vyve Broadband
4 International Drive, Ste 330
Rye Brook, NY 10573
Attn: Legal Department

Express Delivery or Packages Only:
Eagle Broadband Investments, LLC
d/b/a Vyve Broadband
4 International Drive, Ste 330
Rye Brook, NY 10573
Attn: Legal Department

Franchising Authority and Grantee may designate such other address or addresses from time to time by giving written notice to the other party.

8.5 **Descriptive Headings.** The captions to Sections contained herein are intended solely to facilitate the reading thereof.¹ Such captions shall not affect the meaning or interpretation of the text herein.

8.6 **Severability.** If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

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Passed and adopted this ____ day of _____, 2025.

CITY OF COLUMBUS:

Mayor

ATTEST:

City Clerk

APPROVE AS TO FORM:

City Attorney

Accepted this 18th day February, 2025, subject to applicable federal, state, and local law.

EAGLE BROADBAND INVESTMENTS, LLC
D/B/A VYVE BROADBAND:

Signed by:


1B4FFF3845E44E0...
Title: CEO & President

15. **ORDINANCES ON FIRST READING - None**
16. **ORDINANCES ON SECOND READING - None**
17. **ORDINANCES ON THIRD READING - None**
18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE - Included in Consent Agenda.**
19. **UNFINISHED BUSINESS - None**
20. **ADJOURNMENT**