

AGENDA
December 17, 2024

1. Please silence all cell phones
2. Pledge Allegiance and Prayer
3. Roll Call
4. Inform public of the posting of the open meeting laws
5. The meeting notice was published in the Columbus Telegram on December 10th, 2024 and the Humphrey Democrat on December 11th, 2024
6. Approval of agenda as written
7. Approve the minutes of November 19th, 2024
8. **Discussion and possible action on the following:**
9. County Treasurer
 - 9.a. Motion to Open the Hearing
 - 9.b. Motion to close the hearing
 - 9.c. Requesting approval of the following Motor Vehicle Exemptions as presented by the County Treasurer: Columbus Community Hospital, Girl Scouts Spirit of America, and Columbus Housing Authority.
10. County Assessor and County Attorney
 - 10.a. Consideration of possible settlement on FRC TERC appeal.
11. Motion to adjourn.
12. Please silence all cell phones
13. Roll call
14. Inform public of the posting of the open meeting laws
15. The meeting notice was published in the Columbus Telegram on December 10th, 2024 and the Humphrey Democrat on December 11th, 2024.
16. Approve the agenda as written
17. Approve the minutes for December 3rd, 2024 as written
18. **Discussion and possible action on the following:**
19. District Court Clerk, Marlene Vetick - Consideration of Platte County Sheriff's Merit Commission Board Member Appointment
20. Platte County Veterans Services, Eric Mullally - Consideration of office staff budgeted wage increases for 2025

21. Platte County Extension Office, Kelly Feehan -
Consideration of the appointment of Ivy Klug to serve a 3-year term on the Extension Board beginning January 2025.
22. Sheriff Wemhoff
 - 22.a. Consideration of purchase of Patrol Vehicles
 - 22.b. Consideration of purchase of laptop computers for patrol vehicles.
23. Platte County Convention & Visitors Bureau - Theresa Grape
 - 23.a. Consideration of Platte County Fair Foundation request of \$25,000.00
 - 23.b. Consideration of request from Columbus Golf Association in the amount of \$59,300 for two new golf simulators for Van Berg Club House
 - 23.c. Consideration of the request from the Village of Platte Center for \$70,000.00 for a new splash pad in Platte Center.
 - 23.d. Consideration of the request from the City of Columbus Business Improvement District (BID) for \$25,000.00 for tree lighting at Frankfort Square.
 - 23.e. Consideration of the request from the City of Columbus Loup River Bridge Trail in the amount of \$106,000.00 for installation of concrete to connect the pedestrian trail by the Loup River Bridge.
 - 23.f. Consideration of the request from the City of Columbus Parks and Recreation in the amount of \$65,000.00 for replacement of the all-inclusive playground in Pawnee Park (ages 2-12 years old)
 - 23.g. Consideration of the request from FOE Eagles #1834 for \$500.00 to replace a sign on 13th Street with electronic signage.
 - 23.h. Consideration of the request from Lindsay Area Development for \$65,000.00 for a new multipurpose facility.
 - 23.i. Consideration of the request from Lakeview Booster Club for \$64,000.00 for a new backstop system on the baseball/softball field.
 - 23.j. Consideration of the request from Big Pals Little Pals Association of Greater Columbus in the amount of \$8,703.13 to replace a sign on the building and cabinets in the building.
 - 23.k. Placer AI Visitor Spend Update

24. Highway Department
 - 24.a. Consideration of Year-End Certification for Highway Superintendent, Resolution 24-20
 - 24.b. Consideration of County Maintenance Agreement 117
 - 24.c. Consideration of Utility Applications from Midstates Data - Fiber Optic: J 3635, and MA 3029
 - 24.d. Consideration of bids for repair of the Loup River Bridge south of Monroe
 - 24.e. Road Report
25. Consideration of ARPA monies.
 - 25.a. Consideration of Courthouse Security
 - 25.b. Consideration of Duncan Volunteer Fire Department
 - 25.c. Consideration of Monroe Volunteer Fire & Rescue
 - 25.d. Consideration of Lindsay Volunteer Fire and Rescue
26. Register of Deeds - Diane Kapels
 - 26.a. Consideration of acceptance of Resignation of Diane Kapels effective January 3, 2025.
 - 26.b. Consideration of the appointment of Sigrid Parker to the office of Register of Deeds beginning January 6, 2025, for the remainder of the term ending January 6, 2027.
27. Consideration to adopt Resolution 24-21, expressing appreciation to Ron Pfeifer
28. Consideration to adopt Resolution 24-22, expressing appreciation to Jerry Engdahl
29. Consideration to adopt Resolution 24-23, expressing appreciation to Diane Kapels
30. Consideration of closed session to discuss possible litigation
31. Committee Reports
32. Motion to accept, file and credit the proper accounts in correspondence: Monthly Fee Reports, Nebraska Bankers Insurance and Services Company - Bank Compliance Report for month ending 10/31/24, City of Columbus - Notice of Public Hearings - Redevelopment Plan for the Innate Concepts Redevelopment Project, Charter Communications - Channel Change Notice,

Public Official Bond for David R. Jacobson, Treasurer
of Platte Center Rural Fire District #12, County
Treasurer Receipts \$135,189.09

33. Motion to approve claims
34. Public Comments
35. Motion to Adjourn sine die

The agenda for the meeting subject to change, is kept continuously current and is available for public inspection at the office of the County Clerk in the Platte County Courthouse, Columbus, Nebraska.

File with Your
County Treasurer

Application for Exemption from Motor Vehicle Taxes by Qualifying Nonprofit Organizations

• Read instructions on reverse side.

FORM
457

| | | | |
|-----------------------------------------------------------------|--------------------|---------------------------------------|--------------------------------------------------|
| Name of Organization Columbus Community Hospital, Inc | | Tax Year 2025 | Value of Motor Vehicles |
| Name of Owner of Property | | County Name Platte | State Where Incorporated Nebraska |
| Street or Other Mailing Address 4600 38th Street | | Contact Name Jennifer Wieck | Phone Number 402-562-4646 |
| City Columbus | State NE | Zip Code 68601 | Email Address jdwieck@columbushosp.org |

Type of Ownership

Agricultural and Horticultural Society Educational Organization Religious Organization Charitable Organization Cemetery Organization

| Name | Title of Officers, Directors, or Partners | Address, City, State, Zip Code |
|-----------------|-------------------------------------------|--------------------------------------|
| Chad Van Cleave | VP-Finance | 4600 38th Street, Columbus, NE 68601 |
| | | |

| Description of the Motor Vehicles • Attach an additional sheet, if necessary. | | | | |
|----------------------------------------------------------------------------------|------------|----------------------|-------------------|--------------------------------------------------------------|
| Motor Vehicle Make | Model Year | Body Type | Vehicle ID Number | Registration Date or Date of Acquisition, if Newly Purchased |
| Toyota - White Rav4 LE (5) | 2013 | 4 Door Sport Utility | 2T3BFREV3DW027517 | 5/11//2018 |
| Toyota - Silver Camry (6) | 2011 | 4 Door Sedan LE | 4T4BF3EK2BR103582 | 5/11/2018 |
| Toyota - Gray Camry (6) | 2017 | 4 Door Sedan | 4T1BF1FK9HU667347 | 7/10/2018 |
| Dodge - Gray Grand SXT (6) | 2016 | Van Passenger | 2C4RDGCG3GR224716 | 05/11/2018 |
| GMC - Terrain (5) | 2019 | Terrain | 3GKALVEV5L242497 | 09/09/2020 |

Motor Vehicle described above is used in the following exempt category (please mark the applicable boxes):

Agricultural and Horticultural Society Educational Religious Charitable Cemetery

Give a detailed description of the use of the motor vehicle:

(5) Used for Home Health home visits
(6) Used for Occupational Health home visits

Are the motor vehicles used exclusively as indicated? (see instructions)

YES NO

If No, give percentage of exempt use:
_____ %

Under penalties of law, I declare that I have examined this exemption application and, to the best of my knowledge and belief, it is correct and complete. I also declare that I am duly authorized to sign this exemption application.

sign here ▶ *Jennifer Wieck* *Controller* *11-24*
Authorized Signature Title Date

For County Treasurer Recommendation

Approval Comments: _____
 Denial

Signature of County Treasurer _____ Date _____

For County Board of Equalization Use Only

Approved If the County Board's determination is different from the County Treasurer's recommendation, an explanation is required.
 Denied

I declare that to the best of my knowledge and belief, the determination made by the County Board of Equalization is correct pursuant to the laws of the State of Nebraska.

Signature of County Board Member _____ Date _____

Please retain a copy for your records.

File with Your
County Treasurer

Application for Exemption from Motor Vehicle Taxes by Qualifying Nonprofit Organizations

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Type of Ownership

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|-----------------|-------------------------------------------|--------------------------------------|
| Chad Van Cleave | VP-Finance | 4600 38th Street, Columbus, NE 68601 |
| | | |

Description of the Motor Vehicles • Attach an additional sheet, if necessary.

| Motor Vehicle Make | Model Year | Body Type | Vehicle ID Number | Registration Date or Date of Acquisition, if Newly Purchased |
|--------------------|------------|----------------------|-------------------|--------------------------------------------------------------|
| GMC | 2015 | Pickup | 1GT22XEG8FZ130372 | 11/9/2018 |
| Chevrolet | 2009 | Pickup | 1GCHK44K89F150349 | 06/07/2018 |
| Chevrolet | 2001 | 4 Door Sedan | 1G1JC524217315599 | 01/12/2018 |
| Jeep | 2004 | 4 Door Sport Utility | 1J4GL58K74W213775 | 05/11/2018 |
| Titan | 2012 | Flatbed Tri | 4TGF14207C1062524 | 05/11/2018 |

Motor Vehicle described above is used in the following exempt category (please mark the applicable boxes):

Agricultural and Horticultural Society Educational Religious Charitable Cemetery

Are the motor vehicles used exclusively as indicated? (see instructions)

YES NO

If No, give percentage of exempt use:

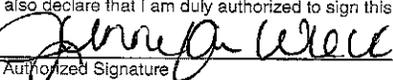
_____ %

Give a detailed description of the use of the motor vehicle:

Maintenance use - push snow, yard work

Under penalties of law, I declare that I have examined this exemption application and, to the best of my knowledge and belief, it is correct and complete. I also declare that I am duly authorized to sign this exemption application.

sign here

Authorized Signature 

Title Controller

Date 11-1-24

For County Treasurer Recommendation

Approval
 Denial

Comments: _____

Signature of County Treasurer _____ Date _____

For County Board of Equalization Use Only

Approved
 Denied

If the County Board's determination is different from the County Treasurer's recommendation, an explanation is required.

I declare that to the best of my knowledge and belief, the determination made by the County Board of Equalization is correct pursuant to the laws of the State of Nebraska.

Signature of County Board Member _____ Date _____

Please retain a copy for your records.

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County Treasurer

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| Street or Other Mailing Address 4600 38th Street | | Contact Name Jennifer Wieck | Phone Number 402-562-4646 |
| City Columbus | State NE | Zip Code 68601 | Email Address jdwieck@columbushosp.org |

Type of Ownership

Agricultural and Horticultural Society Educational Organization Religious Organization Charitable Organization Cemetery Organization

| Name | Title of Officers, Directors, or Partners | Address, City, State, Zip Code |
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| Chad Van Cleave | VP-Finance | 4600 38th Street, Columbus, NE 68601 |
| | | |

Description of the Motor Vehicles
• Attach an additional sheet, if necessary.

| Motor Vehicle Make | Model Year | Body Type | Vehicle ID Number | Registration Date or Date of Acquisition, if Newly Purchased |
|--------------------------------|------------|-----------------|-------------------|--------------------------------------------------------------|
| H&H (1) | 2017 | Flatbed Trailer | 5JWEX2228HN274339 | 08/14/2018 |
| Chevrolet (1) Silver Impala LT | 2008 | 4 Door Sedan | 2G1WT55N789123873 | 06/07/2018 |
| Chevrolet (2) | 2016 | Cargo Van | 3N63M0ZN7GK690667 | 07/05/2018 |
| Chevrolet (3) Grey Impala LT | 2009 | 4 Door Sedan | 2G1WT57N391266901 | 08/07/2018 |
| Toyota (4) Red Camry | 2007 | 4 Door Sedan | 4T1BE46K17U109916 | 05/11/2018 |

Motor Vehicle described above is used in the following exempt category (please mark the applicable boxes):

Agricultural and Horticultural Society Educational Religious Charitable Cemetery

Give a detailed description of the use of the motor vehicle:

(1) Used for Plant Operations yard work
 (2) Used for SPD/CCH errands
 (3) Used for Wellness Center/Rehab home visits
 (4) Used for Occupational Health home visits

Are the motor vehicles used exclusively as indicated? (see instructions)

YES NO

If No, give percentage of exempt use: _____ %

Under penalties of law, I declare that I have examined this exemption application and, to the best of my knowledge and belief, it is correct and complete. I also declare that I am duly authorized to sign this exemption application.

sign here Jennifer Wieck Controller 11-1-24
 Authorized Signature Title Date

For County Treasurer Recommendation

Approval Comments: _____
 Denial _____

Signature of County Treasurer _____ Date _____

For County Board of Equalization Use Only

Approved If the County Board's determination is different from the County Treasurer's recommendation, an explanation is required.
 Denied _____

I declare that to the best of my knowledge and belief, the determination made by the County Board of Equalization is correct pursuant to the laws of the State of Nebraska.

Signature of County Board Member _____ Date _____

Please retain a copy for your records.

File with Your
County Treasurer

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| City Columbus | State NE | Zip Code 68601 | Email Address jdwieck@columbushosp.org |

Type of Ownership

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| Motor Vehicle Make | Model Year | Body Type | Vehicle ID Number | Registration Date or Date of Acquisition, if Newly Purchased |
|------------------------------------|------------|-----------------|-------------------|--------------------------------------------------------------|
| Chevrolet - Red Impala Limited LTZ | 2014 | 4 Door Sedan | 2G1WC5E33E1113169 | 05/11/2018 |
| Chevrolet - Silver Malibu LT | 2014 | 4 Door Sedan | 1G11E5L1EF283791 | 01/12/2018 |
| Toyota - Tan Camry | 2013 | 4 Door Sedan LE | 4T4BF1FK9DR328345 | 05/11/2018 |
| Toyota - Red Camry | 2014 | 4 Door Sedan | 4T4BF1FK9ER396789 | 05/11/2018 |
| Toyota - Gray Camry | 2014 | 4 Door Sedan | 4T1BF1FK1EU417578 | 05/11/2018 |

Motor Vehicle described above is used in the following exempt category (please mark the applicable boxes):

Agricultural and Horticultural Society Educational Religious Charitable Cemetery

Are the motor vehicles used exclusively as indicated? (see instructions)

YES NO

If No, give percentage of exempt use:

_____ %

Give a detailed description of the use of the motor vehicle:

Home Health used for home visits

Under penalties of law, I declare that I have examined this exemption application and, to the best of my knowledge and belief, it is correct and complete. I also declare that I am duly authorized to sign this exemption application.

sign here ▶

Jennifer Wieck
Authorized Signature

Controller
Title

11/1/24
Date

For County Treasurer Recommendation

Approval

Denial

Comments: _____

Signature of County Treasurer

Date

For County Board of Equalization Use Only

Approved

Denied

If the County Board's determination is different from the County Treasurer's recommendation, an explanation is required.

I declare that to the best of my knowledge and belief, the determination made by the County Board of Equalization is correct pursuant to the laws of the State of Nebraska.

Signature of County Board Member

Date

Please retain a copy for your records.

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County Treasurer

Application for Exemption from Motor Vehicle Taxes by Qualifying Nonprofit Organizations

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• Read instructions on reverse side.

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| Name of Owner of Property | | County Name Platte | State Where Incorporated Nebraska |
| Street or Other Mailing Address 4600 38th Street | | Contact Name Jennifer Wieck | Phone Number 402-562-4646 |
| City Columbus | State NE | Zip Code 68601 | Email Address jdwieck@columbushosp.org |

Type of Ownership

Agricultural and Horticultural Society
 Educational Organization
 Religious Organization
 Charitable Organization
 Cemetery Organization

| Name | Title of Officers, Directors, or Partners | Address, City, State, Zip Code |
|-----------------|-------------------------------------------|--------------------------------------|
| Chad Van Cleave | VP-Finance | 4600 38th Street, Columbus, NE 68601 |
| | | |

| Description of the Motor Vehicles • Attach an additional sheet, if necessary. | | | | |
|----------------------------------------------------------------------------------|------------|--------------|-------------------|--------------------------------------------------------------|
| Motor Vehicle Make | Model Year | Body Type | Vehicle ID Number | Registration Date or Date of Acquisition, if Newly Purchased |
| Toyota - Corolla Silver (1) | 2016 | 4 Door Sedan | 2T1BURHE7G575861 | 4/3/2023 |
| Toyota Camry (2) | 2019 | Sedan | 4T1B11HK0KU232641 | 10/28/2024 |
| | | | | |

Motor Vehicle described above is used in the following exempt category (please mark the applicable boxes):

Agricultural and Horticultural Society
 Educational
 Religious
 Charitable
 Cemetery

Give a detailed description of the use of the motor vehicle:

(1) Home Health used for home visits
(2) Healthy Families used for home visits

Are the motor vehicles used exclusively as indicated? (see instructions)

YES NO

If No, give percentage of exempt use: _____ %

Under penalties of law, I declare that I have examined this exemption application and, to the best of my knowledge and belief, it is correct and complete. I also declare that I am duly authorized to sign this exemption application.

sign here *Jennifer Wieck* *Controller* *11-24*
Authorized Signature Title Date

For County Treasurer Recommendation

Approval Denial Comments: _____

Signature of County Treasurer _____ Date _____

For County Board of Equalization Use Only

Approved Denied If the County Board's determination is different from the County Treasurer's recommendation, an explanation is required.

I declare that to the best of my knowledge and belief, the determination made by the County Board of Equalization is correct pursuant to the laws of the State of Nebraska.

Signature of County Board Member _____ Date _____

Please retain a copy for your records.

File with Your
County Treasurer

Application for Exemption from Motor Vehicle Taxes by Qualifying Nonprofit Organizations

• Read Instructions on reverse side.

FORM
457

| | | | |
|----------------------------------------------------------------|--------------------|--------------------------------------|-----------------------------------------------|
| Name of Organization Columbus Housing Authority | | Tax Year 2025 | Value of Motor Vehicles |
| Name of Owner of Property Columbus Housing Authority | | County Name Platte | State Where Incorporated NE |
| Street or Other Mailing Address 2554 40th Avenue | | Contact Name William Elton | Phone Number 402-564-1131 |
| City Columbus | State NE | Zip Code 68601 | Email Address welton@columbusha.com |

Type of Ownership

Agricultural and Horticultural Society Educational Organization Religious Organization Charitable Organization Cemetery Organization

| Name | Title of Officers, Directors, or Partners | Address, City, State, Zip Code |
|---------------------|-------------------------------------------|-------------------------------------------|
| William Elton | Executive Director | 2320 34th Street, Columbus, NE 68601 |
| Anne Kinneson | Board Chair | 3920 Barrington Place, Columbus, NE 68601 |
| Kendall Christensen | Board Vice-Chair | 2780 Korby Avenue, Columbus, NE 68601 |

Description of the Motor Vehicles
• Attach an additional sheet, if necessary.

| Motor Vehicle Make | Model Year | Body Type | Vehicle ID Number | Registration Date or Date of Acquisition, if Newly Purchased |
|--------------------|------------|-----------|-------------------|--------------------------------------------------------------|
| Chevrolet | 2015 | Pickup | 1GCNKPECXFZ438265 | |
| | | | | |
| | | | | |
| | | | | |

Motor Vehicle described above is used in the following exempt category (please mark the applicable boxes):

Agricultural and Horticultural Society Educational Religious Charitable Cemetery

Give a detailed description of the use of the motor vehicle:

General Maintenance vehicle used for Columbus Housing Authority -Heritage House; Columbus Nebraska

Are the motor vehicles used exclusively as indicated? (see instructions)

YES NO

If No, give percentage of exempt use:

_____ %

Under penalties of law, I declare that I have examined this exemption application and, to the best of my knowledge and belief, it is correct and complete. I also declare that I am duly authorized to sign this exemption application.

sign here  Executive Director 12/4/24

Authorized Signature Title Date

For County Treasurer Recommendation

Approval Comments: _____

Denial

Signature of County Treasurer _____ Date _____

For County Board of Equalization Use Only

Approved If the County Board's determination is different from the County Treasurer's recommendation, an explanation is required.

Denied

I declare that to the best of my knowledge and belief, the determination made by the County Board of Equalization is correct pursuant to the laws of the State of Nebraska.

Signature of County Board Member _____ Date _____



**MARLENE M. VETICK
CLERK OF DISTRICT COURT
P.O. BOX 1188
COLUMBUS NE 68602-1188
(402) 563-4906**

November, 2024

**Board of Supervisors
Platte County Courthouse
Columbus NE**

**Re: Platte County Sheriff's Merit Commission
Board Member Appointment**

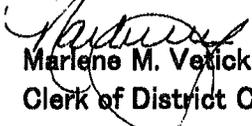
Dear Sirs/Madam:

Please accept this as my notification that I will not be seeking re-appointment to the position of Board Member for the Platte County Sheriff's Merit Commission at the end of this term which is scheduled to expire December 31, 2024.

I hereby request the Board of Supervisors for appointment of John Harms to the position of Board Member for the Platte County Sheriff's Merit Commission, pursuant to Neb.Rev.Stat. § 23-1723.01, of which term of appointment is for three years, commencing January 1, 2025, and expiring December 31, 2027.

I have truly enjoyed serving on this Commission since my initial appointment in January, 1992.

Respectfully submitted,


**Marlene M. Vetick
Clerk of District Court**

Xc: Ed Wemhoff, Platte County Sheriff

Platte County Veteran Service Committee
2610 14th Street
Columbus, NE 68601

Attention Platte County Board of Supervisors

We the appointed members of the Platte County Veteran Service Committee are writing to inform you of the following:

We have reviewed the proposed Veteran Service Office Operating Budget for the 2024-2025 fiscal year. We furthermore approve of the proposed budget as submitted.

Our wage recommendations are as follows:

Eric Mullally PCVSO Current Wage \$32.00 per hour Proposed Wage \$33.00

Bev Brunkhorst PCVSA Current Wage \$22.25 per hour Proposed Wage \$25.00



Veteran Service Committee Chairman

4-22-24
Date



Committee Member



Committee Member



Committee Member



Committee Member



**Platte County Veterans Service Committee
Meeting Minutes
April 22nd, 2024**

The Platte County Veterans Service Committee met in the Courthouse Board Room on Monday, April 22nd, 2024. The Notice of scheduled meeting was published in the Columbus Telegram prior to the meeting date. A copy of the Open Meeting Laws and Committee Agenda was available on the boardroom table.

The Meeting was called to order at 5:00pm by Chairman Chlopek. Notice of the Open Meeting Laws was announced to be on the front table. Present at the meeting were, Chairman Chlopek, Committee Members Greg Drum, Richard Stamm, Mike Mulligan, Jim Jakub, and Secretary Eric Mullally. (All Present)

Motion Drum, seconded Jakub to suspend the reading of the minutes and accept them as written of the January 22nd, 2024, meeting. Motion Carried. The Quarterly Reports were reviewed and discussed. Veterans Aid was reviewed, and discussion was held on NVA. CVSO highlighted ongoing issues with NDVA and their reluctance to help local veterans in need as well as the stringent requirements imposed on each application. The committee was advised of a local veteran who applied for Dental Assistance by direction of NDVA only to be denied twice and approved only after CVSO was to appeal to the Veterans Advisory Commission and submission of multiple financial statements.

Performance Evaluations for both CVSO and Veteran Service Aide were reviewed. CVSO and committee members updated the classification of the Veteran Service Aide to reflect responsibilities and added title of Office Manager. Courthouse Staff Pay chart was reviewed. Aide really performs duties to that of a Deputy to the CVSO. Exercising independent judgment and requires minimal supervision.

Motion Jakub, Seconded Stamm to increase Bev's Brunkhorst's Wages to \$25.00 per hour. Motion Carried.

Motion Mulligan, Seconded Drum to increase Eric Mullally's Wages \$1.00 per the 3.2% COLA allowed by County Board taking him to \$33.00 per hour. Motion Carried.

Veterans Committee was advised of the upcoming Finance Committee Meeting on Monday.

The committee discussed CVA and the transfer of the budget requested funds to the CVA Account. Motion Stamm, Seconded Drum to request transfer of the Budgeted CVA funds to the CVA Account. Motion carried.

The Veterans Office Budget request was thoroughly reviewed. Motion Mulligan, Seconded Jakub to approve the Veterans Office Budget Request for 2024-2025. Motion Carried.

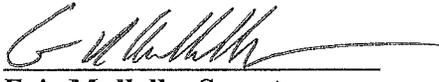


Platte County Veterans Service Committee
Meeting Minutes
April 22nd, 2024

The next meeting will be on Monday August 5th, 2024.

With there being no further business Motion Mulligan that the committee adjourn,
seconded Drum. Motion Carried. The meeting was adjourned at 5:50pm.


Jerry Chlopek, VSC Chairman


Eric Mullally, Secretary



PLATTE COUNTY SHERIFF'S OFFICE



2610 14TH St.
Columbus, NE 68601
O - 402-564-9077
F - 402-564-1662

EDWARD WEMHOFF, SHERIFF

email – ewemhoff@plattecounty.ne.gov

Platte County Board of Supervisors

December 10, 2024

I need to purchase patrol vehicles. I recently met with the General Committee to share and discuss with them what my options currently are.

After our conversation I would like to purchase two Ford PIU (Explorer) patrol vehicles. As of the time of this letter we are securing the price with the vendor who has the state bid on these vehicles. Our rough estimate is \$44,839 per vehicle.

I would request the board approve these expenditures. I will have an exact amount at the time of the meeting with an estimation of \$90,000 for the purchase of two patrol vehicles. The funds have been budgeted for and would be paid for out of my "Sheriff" budget.

Sincerely,

Edward Wemhoff
Platte County Sheriff

PLATTE COUNTY SHERIFF'S OFFICE



2610 14TH St.
Columbus, NE 68601
O - 402-564-9077
F - 402-564-1662

EDWARD WEMHOFF, SHERIFF

email – ewemhoff@plattecounty.ne.gov

Platte County Board of Supervisors

December 10, 2024

I am requesting approval to purchase laptop computers for patrol vehicles.

Annually we replace some laptop computers in our patrol vehicles. Considering how we are required to submit electronically most of what we do; it is imperative that computers function properly so deputies can complete everyday tasks. I have previously met with the General Committee regarding this request.

As we did last year, we are taking advantage of a grant through the Nebraska Crime Commission and the Nebraska Office of Highway Safety to aid our total costs to replace some laptop computers. The way the grant works is that they will cover 75% of the purchase with a total amount of \$15,000. We cover 25% under \$15,000 and anything above \$15,000.

Again, as we did last year, we requested the assistance of our IT department who were able to acquire two quotes for identical laptops and equipment that will work with our current laptops and equipment. Of the quotes received, CDWG's was the lowest quote.

I have chosen laptop computers and other necessary equipment totaling \$14,122. The cost I am responsible for is \$3,530.44, with the state covering the balance of \$10,591.32.

I have budgeted funds to cover the cost to replace laptop computers in the "Capital Expense - Sheriff" account of the general fund. What I had requested to be budgeted will more than cover these costs.

I am requesting board approval for the purchase of these computers at a cost of up to \$14,122, to be paid from "Capital Expense - Sheriff". I am requesting up to, as I need to verify if I cover the total cost and then get reimbursed, or if I only have the 25% portion I am responsible for. I should know by the board meeting the exact details.

Sincerely,

Edward Wemhoff
Platte County Sheriff

2024 Visitor Improvement Fund Grant Application

The following is the application for \$25,000 for the Platte County Fair Foundation to commission a planning study by Stone Planning, LLC to determine the way forward for a new Platte County Fairgrounds.

1. The current Board of Directors are as follows:
Jim Pillen, President
Jeff Johnson, VP/Treasurer
Jacqueline Tessororf, Secretary
Neal Suess
Dennis Grennan
Jill Goedeken
Tyler Engstrom
Beau Klug
Craig Jarosz
2. Bylaws are attached.
3. Board meetings are currently scheduled on an as needed basis. When the Planning Study is completed, Board meetings will be held at a minimum monthly.
4. IRS letter and confirmation of tax-exempt status is attached.

Platte County Fair Foundation
Organization name

92-1472821
Tax ID #

Jeff Johnson
Contact Person

VP/Treasurer
Title

3467 25th Avenue
Address

Columbus, NE 68601
City, State, Zip Code

402-562-2108
Telephone

jjohnson@colbank.com
e-mail address

No Fax Number

Our organization is a 501(c)3 corporation

Please provide a brief description of the project. (If additional room is needed an additional page may be attached.) Description must be limited to no more than one page.

How will this project increase visitation to or encourage visitors to stay longer in Columbus/Platte County? What other agencies or groups are co-sponsoring the project?

What other agencies or groups are co-sponsoring the project?

If this project is not awarded the entire requested amount, will you continue the project?

Below are the answers to the above requests per the application. It is hoped that the following will more fully explain how the Platte County Fair Foundation came into existence with the sole purpose is to support the Platte County Fair via the Platte County Ag Society.

The purpose of the request for a grant is to partially fund a study by Stone Planning, LLC in regards to a new multipurpose Fairgrounds. The study will look at the current location and also at a potential relocation of the Fairgrounds. Also included in this study is an economic analysis of sustainability of the proposed new project.

Platte County Fair Foundation requested from the City LB 840 funds to partially fund a study by Stone Planning, LLC, which is attached for your review. The Citizens Advisory Review Committee recommended approval of a \$25,000 0% interest loan for three years. City Council will take up request in the coming weeks.

Background: More than seven years ago, a group of interested citizens from public and private sector got together to begin thinking about a new fairground and new facilities. It was moving along very well and then COVID appeared and stopped everything. That then lead KC Belitz, Jim Pillen, and Jeff Johnson to propose forming a Charitable non-profit foundation. The Platte County Fair Foundation, a 501 (c) 3 charitable foundation was formed in 2022 for the sole purpose of supporting the Platte County Fair and the Platte County Ag Society in its function of putting on a Fair. In 2023 a purchase agreement and lease agreement between PCAS and PCFF for the purchase of the 97 acres more commonly known as Ag Park and lease from PCFF to PCAS the same 97 acres. In 2024 the purchase agreement and lease back were closed.

Request: As per the application, the request is to fund \$25,000 of the total cost of the Study from Stone Planning of \$55,000. It is hoped that Platte County approves this grant of \$25,000 and the city approves the LB840 loan in the amount of \$25,000. The balance will be paid by the PCFF.

The Study: As you can see from the proposal, it is a comprehensive study to help the PCFF and PCAS determine direction to go in building a new fairground. As everyone knows, the current facilities have out lived their usefulness and something needs to be done. Horse racing has moved next to the Casino which made for the PCAS to begin thinking about what to do.

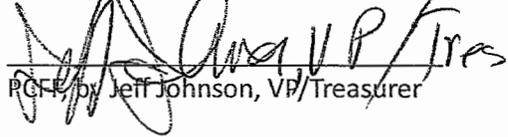
How will this study benefit Platte County? Since no decision has been made about relocating or staying at the current site, this study will be able to give guidance as to potential positives to either option. For example, if the study indicates that up to 40 acres is needed for this project and the project should relocate, it would be the intent of the PCFF to develop a potential development plan for the 97 acres probably utilizing HDR and Burlington Capital. If the study indicates to stay where Ag Park is currently, then a development plan for 50 acres would be done.

Before any development plan is done, it is imperative that this study by Stone Planning be done. Then a much clearer picture of how to go forward would make sense.

When this planning study is completed, it would outline the beneficial economic impact a new fairground would have for the city and the county. New facilities with an event center would enhance the ability of the new fairgrounds to host weddings, ag shows, equipment shows, concerts, youth activities and the list just goes on. But to really know the economic impact to Platte County, this study must be completed. Stone Planning has come highly recommended. It is anticipated the study could take up to 12 weeks once it is started to be completed.

This study will address potential visitors to the new fairgrounds. The Platte County Fair Foundation respectfully requests that Platte County approve this \$25,000 grant.

Signature of applicant (I signify that, if awarded, grant funds will only be used for improvements to visitor attractions owned by the public or any nonprofit organization, as the Nebraska Visitors Development Act, Neb.rev. Stat. 81-3701 through 81-3724, et seq. (as amended from time to time) provides, as outlined in this application)


PCFF, by Jeff Johnson, VP/Treasurer

11-7-2024
Date

Budget for this study:

Cost of Study:

| | |
|---------------------|----------|
| Stone Planning LLC: | \$55,000 |
| City of Columbus: | \$25,000 |
| Platte County | \$25,000 |
| PCFF | \$ 5,000 |

CONSENT OF DIRECTORS IN LIEU
ORGANIZATIONAL MEETING OF THE BOARD OF DIRECTORS OF
PLATTE COUNTY FAIR FOUNDATION

We, the undersigned, constituting all of the Directors of Platte County Fair Foundation, a Nebraska non-profit corporation, hereby unanimously consent in writing to the adoption of the following resolutions:

BE IT RESOLVED, that upon a review of the consent of incorporator in lieu of organizational meeting of incorporators of Platte County Fair Foundation, the Board of Directors determines that the actions taken by the incorporator be, and they hereby are, ratified, adopted and approved.

BE IT FURTHER RESOLVED, that the following persons be, and they hereby are, elected to the offices set opposite their names to serve the corporation until the next annual meeting of directors and until their successors shall be elected and qualified:

| | |
|--------------------|----------------|
| James D. Pillen | President |
| Jeffrey C. Johnson | Vice-President |
| Kerry C. Belitz | Secretary |
| Jeffrey C. Johnson | Treasurer |

BE IT FURTHER RESOLVED that the Officers and Directors have approved and ratified that Columbus Bank be, and hereby is, designated as the financial institution to serve as the depository for Platte County Fair Foundation.

BE IT FURTHER RESOLVED that James D. Pillen, Jeffrey C. Johnson, and Kerry C. Belitz be, and hereby are, authorized to open accounts, sign checks, and manage all investments on behalf of Platte County Fair Foundation.

BE IT FURTHER RESOLVED, that the By-Laws be, and hereby are, adopted as the By-Laws of this corporation, and such By-Laws shall be placed in the minute book of the corporation.

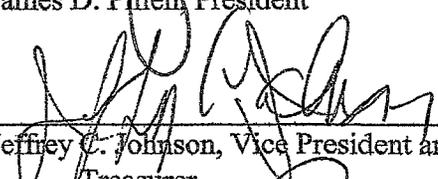
BE IT FURTHER RESOLVED, that the officers of the corporation shall make application with the Internal Revenue Service for tax exempt status, pursuant to Internal Revenue Code Section 501(c)(3); and the officers are authorized and directed to execute such documents and pay the filing fees required to obtain such tax exempt status.

BE IT FURTHER RESOLVED that this Resolution may be executed with facsimile or scanned/mailed signatures and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

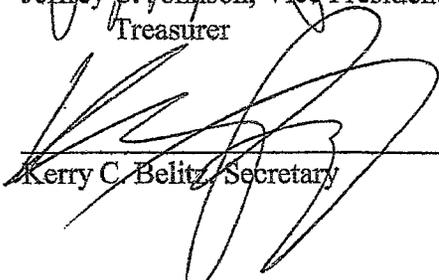
Dated this 1st day of November, 2022.



James D. Pillemer, President



Jeffrey C. Johnson, Vice President and
Treasurer



Kerry C. Belitz, Secretary

**BY-LAWS
OF
PLATTE COUNTY FAIR FOUNDATION**

**ARTICLE I.
NAME**

The name of the corporation is: Platte County Fair Foundation. The corporation shall be referred to in these By-Laws as the "Foundation."

**ARTICLE II.
PURPOSES**

The Foundation is organized as a non-profit corporation exclusively for educational, scientific and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

**ARTICLE III.
MEMBERS**

The Foundation shall have no members.

**ARTICLE IV.
BOARD OF DIRECTORS**

Section 1. COMPOSITION. The Board of Directors of the Foundation shall consist of not less than three (3) nor more than twelve (12) Directors. The term of office for a Director shall be five (5) years. A Director may be elected to succeed himself or herself. All Directors shall maintain a sincere interest in the Platte County Fair Foundation.

Section 2. DUTIES. Duties of the Board of Directors shall be to conduct and transact the necessary business and affairs of the Foundation.

Section 3. RESIGNATION, REMOVAL AND VACANCIES. A Director may resign at any time. Whenever any vacancy shall occur among the Directors, the remaining Directors may, by a majority vote, fill any vacancy for the unexpired term. New Board members may be added at any time by a majority vote of the Board of Directors. A Board member may be removed at any time, with or without cause, by a majority vote of the Board of Directors at any meeting.

Section 4. VOTING QUORUM AND ADJOURNMENTS. A majority of the total number of Directors shall constitute a quorum at any duly called meeting. If less than a majority is present at a meeting, and majority of the Directors present may adjourn the meeting.

Section 5. ANNUAL MEETING. The annual meeting of the Board of Directors shall be held during the month of September of each year. Written or oral notice of each annual meeting shall be given to each Director not less than 48 hours prior to such meeting.

Section 6. MEETINGS. Meetings of the Directors may be held at any time upon call by the President or by any two (2) Directors. Written or oral notice of each meeting shall be given to each Director not less than 48 hours prior to such meeting.

Section 7. EMERGENCY VOTING. In the event an emergency vote is necessary as determined by the President, the President or Vice President may contact each Director via any means of communications to gain a majority vote.

Section 8. ATTENDANCE OF MEETINGS. Members of the Board of Directors may participate in a meeting of the Board and meetings may be conducted through the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting. Members of the Board of Directors may vote through the use of any means of communication by which all persons participating in the meeting can simultaneously hear each other during the meeting of the Board of Directors. A Director participating in a meeting by such means shall be deemed to be present in person at the meeting.

Section 9. COMPENSATION. The Directors shall not receive salaries, fees or compensation for their service as Directors or for their attendance at any meeting or committee meetings of Directors. Directors, however, may be reimbursed for their actual expenses incurred on behalf of the Foundation.

Section 10. ACCEPTANCE OF GIFTS. The Board of Directors shall have the exclusive authority to accept or reject gifts and donations presented to the Foundation. The Board of Directors may, in its sole discretion, refuse to accept any donation of property, of any kind, if it determines acceptance of such donation would not be in the best interests of the Foundation. All gifts shall immediately be turned over to the Treasurer of the Foundation.

ARTICLE V. OFFICERS

Section 1. OFFICERS. The officers of the Foundation shall consist of the President, Vice President, Secretary and Treasurer. Any person may hold more than one office, except that the President and Treasurer shall not be the same person. The

officers shall be elected by a majority vote of the Directors at the annual meeting and shall assume their official duties following the close of the Foundation's annual meeting and shall serve for a term of one (1) year or until the election and qualification of their successors.

Section 2. VACANCY. A vacancy occurring in any office shall be filled for the unexpired term by a person elected by a majority vote of the Board of Directors at any meeting.

Section 3. OFFICERS. The officers shall have the following duties:

(a) **President.** The President shall preside at all meetings of the Board of Directors at which they may be present; shall perform such other duties as may be prescribed by these By-Laws or assigned by the Board of Directors and shall coordinate the work of the officers and the committees of the Foundation in order that its purposes may be promoted and achieved.

(b) **Vice President.** The Vice President shall act as an aide to the President and shall perform the duties of President in the absence or disability of that officer to act.

(c) **Secretary.** The Secretary shall record the minutes of all meetings of the Board of Directors and shall perform such other duties as may be assigned to him or her.

(d) **Treasurer.** The Treasurer shall have custody of all funds of the Foundation; shall keep a full and accurate account of the receipts and expenditures; and shall make such disbursements in accordance with the approved budget as authorized by the Board of Directors for that purpose. The Treasurer shall present a financial statement when requested by the Board of Directors and shall make a full report at all annual and regular meetings. The Treasurer shall be responsible for the maintenance of such books of account and records as conform to the requirements of the By-Laws.

Section 4. REMOVAL. Any officer may be removed from office, with or without cause, by the majority vote of the Board of Directors, at any meeting.

ARTICLE VI. SPECIAL COMMITTEES

The Board of Directors may create special committees with such powers and duties as the Board of Directors may determine. Each committee shall make recommendations to the Board of Directors, but shall have no authority to act on behalf of the Foundation.

**ARTICLE VII.
CONTRACTS, LOANS, CHECKS AND DEPOSITS**

Section 1. **CONTRACTS.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Foundation, and such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or any other person shall have any power of authority to bind the Foundation by any contract or engagement, or to pledge its credit or render it liable for any purpose or for any amount.

Section 2. **LOANS.** No loans shall be contracted on behalf of the Foundation and no evidence of indebtedness to shall be issued in its name unless authorized by a specific resolution of the Board of Directors. Such authority shall be confined to a specific instance. Unless so authorized by the Board of Directors, no officer, agent, or other person shall have the power or authority to bind the Foundation to any such indebtedness or render the Foundation liable for the repayment of the same.

Section 3. **CHECKS.** All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Foundation, shall be signed by such officer or officers, agent or agents of the Foundation in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. **DEPOSITS.** All funds of the Foundation not otherwise employed, shall be deposited from time to time to the credit of the Foundation in such banks, trust companies, or other depositories as the Board of Directors may select.

**ARTICLE VIII.
INVESTMENTS**

The Foundation shall have the right, subject to any restriction contained in the Articles of Incorporation and these By-Laws, to retain all or any part of the securities or property acquired by it in whatever manner and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors, without being restricted to the class of investments which a Director is or may hereafter be permitted by law to make or any similar restriction; provided, however, that no action shall be taken by or on behalf of the Foundation if such action is a prohibited transaction or would result in the denial of tax exemption under Section 501(c)(3), of the Internal Revenue Code of 1986, as amended. In addition thereto, in the event that a gift or devise is received by the Foundation with certain restrictions thereon regarding the investment thereof, once said gift or devise is accepted by the Foundation, any restriction placed thereon shall bind the Foundation to honor those restrictions. However, in the event that such restrictions may directly or indirectly effect the tax exempt status of the Foundation those gifts shall be rejected by the Foundation.

**ARTICLE IX.
PROHIBITION AGAINST SHARING IN FOUNDATION EARNINGS**

No director, officer or any individual shall receive any of the net earnings or pecuniary profit from the operation of the Foundation; provided, however, reasonable compensation for service rendered to or for the Foundation or actual out-of-pocket expenses incurred by any such person when acting on behalf of the Foundation or in furtherance of the Foundation's purposes shall be fixed and paid by the Board of Directors. In addition thereto, no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Foundation. Upon dissolution and winding up of affairs of the Foundation, whether voluntary or involuntary, the assets of the Foundation, after all debts have been satisfied or provisions made therefore, then remaining in the hands of the Board of Directors shall be distributed, transferred, conveyed, delivered and paid over as provided in the Articles of Incorporation.

**ARTICLE X.
FISCAL YEAR, FINANCIAL REPORT, AMENDMENT AND PROCEDURES**

Section 1. The Foundation's fiscal year shall commence on January 1 and shall end on December 31 of each year.

Section 2. The President shall furnish a written financial report annually to all Directors.

Section 3. These By-Laws may be amended by a majority vote of the Board of Directors at any regular or special meeting.

Section 4. Robert's Rules of Order (in its most recent edition at the date of its use) shall be the parliamentary authority for all matters or procedures not specifically covered by these By-Laws or by other specific rules of procedure adopted by the Board of Directors.

**ARTICLE XI.
INDEMNIFICATION**

The Foundation shall, to the fullest extent permitted by the Nebraska Nonprofit Corporation Act, indemnify any director, officer, employee or agent of the Foundation against any liability to or any claim of any party and for any expenses relating to the assertion of any such liability or claim. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified are entitled under any provisions of the By-Laws, any agreement, or any vote of the Directors of the Foundation or disinterested Directors, or otherwise, to the extent that such indemnification is not inconsistent with these By-Laws. The Foundation shall have power to purchase and maintain insurance on behalf of any person entitled to indemnification pursuant to the provisions of this Article and the Nebraska Nonprofit Corporation Act.

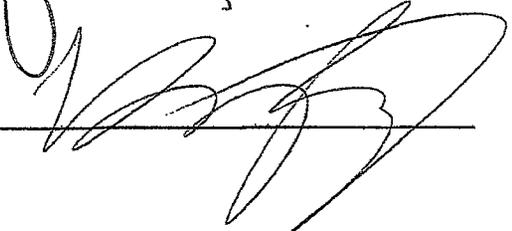
**ARTICLE XII.
EXEMPT ACTIVITIES**

Notwithstanding any other provision of these By-Laws, no director, officer, employee, advisory board member, or representative of the Foundation shall take any action or carry on any activity by or on behalf of the Foundation not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, and its regulations as they now exist or as they may hereafter be amended.

The foregoing By-Laws were adopted by the Board of Directors on the 1st day of November, 2022.



President



Secretary

**ARTICLES OF INCORPORATION
OF
PLATTE COUNTY FAIR FOUNDATION**

By unanimous vote of the Board of Directors, the Corporation hereby adopts the following Articles of Incorporation. No member approval was required.

**ARTICLE I.
NAME**

The name of the corporation is: PLATTE COUNTY FAIR FOUNDATION.

**ARTICLE II.
DURATION**

The duration of the corporation is perpetual.

**ARTICLE III.
DESIGNATION**

The corporation is a public benefit corporation.

**ARTICLE IV.
NO MEMBERS**

The corporation shall not have members.

**ARTICLE V.
PURPOSES**

The corporation is organized exclusively for charitable, educational, and scientific purposes under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. By reason thereof, the corporation shall be governed by the following provisions:

A. The corporation shall have the power to solicit and receive contributions, gifts or devises of real or personal property from individuals, foundations, partnerships, associations, governmental bodies and public or private corporations and to maintain, use and apply, both directly and indirectly, the whole or any part of the income therefrom and the principal thereof, exclusively for the promotion, development, support, preservation and maintenance of the corporation.

B. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, directors, any affiliated organizations or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes for which the corporation is established as set forth herein.

C. No substantial part of the activities of the corporation shall be attempting to influence legislation by propaganda or otherwise. The corporation shall not, either through its activities, net earnings or principal, participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

D. Upon the dissolution of the corporation, its assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to any other organization to benefit the public within the Platte County, Nebraska, area or to the Federal government or any state or local government for public purposes.

ARTICLE VI. POWERS

The corporation, subject to the express limitation that it shall not directly or indirectly exercise any power or engage in any activities that are unlawful or that would invalidate its status both as:

A. A corporation which is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code; and

B. A corporation, contributions to which are deductible as provided under the rule and regulations of the Internal Revenue Code; shall have and possess all powers and rights (so long as they are not inconsistent or in conflict with the restrictions as previously set forth herein) conferred upon corporations by the Nebraska Nonprofit Corporation Act as the same shall, from time to time, exist. In addition to those powers so granted and to the extent not inconsistent with the previous limitations set forth herein, the corporation shall have all additional powers and rights not otherwise denied nonprofit corporations by the laws of the State of Nebraska which are necessary, suitable, proper, convenient or expedient to carry out the purposes set forth in Article V of these Articles of Incorporation.

ARTICLE VII. REGISTERED OFFICE AND REGISTERED AGENT

The address of the corporation's registered office is 2509 34th Street, Columbus, NE 68601, and the name of the registered agent at such address is Kerry C. Belitz.

**ARTICLE VIII.
BOARD OF DIRECTORS**

The corporate powers of the corporation shall be vested in its Board of Directors. The Board of Directors shall consist of not less than three (3) nor more than twelve (12) voting members. The number, terms of office, manner of election and qualification of members of the Board of Directors, together with the time and place of meetings and the number of directors constituting a quorum for the transaction of business, shall be set forth in the By-Laws of the Corporation.

**ARTICLE IX.
BY-LAWS**

The regulation and management of the internal affairs of the corporation shall be governed by its By-Laws to the extent not inconsistent with law or these Articles of Incorporation. The By-Laws and any amendments thereto of the corporation shall be adopted by the Board of Directors. It is specifically provided, however, that neither the initial By-Laws nor any amendment thereto shall be effective to the extent that the same is deemed in any manner to contravene the purposes of this corporation as set forth in Article V or the powers granted in Article VI of these Articles of Incorporation.

**ARTICLE X.
AMENDMENTS**

These Articles of Incorporation may be amended at a meeting of the Board of Directors by a majority vote of the directors in office.

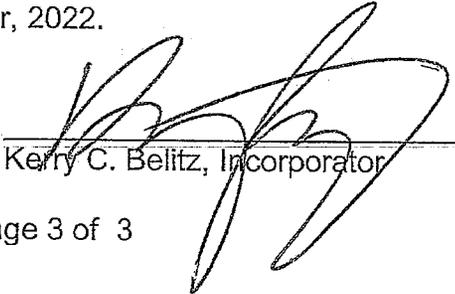
**ARTICLE XI.
LIMITATION OF LIABILITY**

The private property of the incorporators, members of the Board of Directors, officers, and members of any advisory board and appointed committees of this corporation shall not be subject to the payment of any corporate debts.

**ARTICLE XII.
NONPROFIT CORPORATION ACT**

The corporation is organized under the Nebraska Nonprofit Corporation Act of the State of Nebraska, as the same may be amended from time to time.

DATED this 7 day of October, 2022.



Kerry C. Belitz, Incorporator

**ARTICLES OF INCORPORATION
OF
PLATTE COUNTY FAIR FOUNDATION**

By unanimous vote of the Board of Directors, the Corporation hereby adopts the following Articles of Incorporation. No member approval was required.

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A. The corporation shall have the power to solicit and receive contributions, gifts or devises of real or personal property from individuals, foundations, partnerships, associations, governmental bodies and public or private corporations and to maintain, use and apply, both directly and indirectly, the whole or any part of the income therefrom and the principal thereof, exclusively for the promotion, development, support, preservation and maintenance of the corporation.

B. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, directors, any affiliated organizations or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes for which the corporation is established as set forth herein.

C. No substantial part of the activities of the corporation shall be attempting to influence legislation by propaganda or otherwise. The corporation shall not, either through its activities, net earnings or principal, participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

D. Upon the dissolution of the corporation, its assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to any other organization to benefit the public within the Platte County, Nebraska, area or to the Federal government or any state or local government for public purposes.

ARTICLE VI. POWERS

The corporation, subject to the express limitation that it shall not directly or indirectly exercise any power or engage in any activities that are unlawful or that would invalidate its status both as:

A. A corporation which is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code; and

B. A corporation, contributions to which are deductible as provided under the rule and regulations of the Internal Revenue Code; shall have and possess all powers and rights (so long as they are not inconsistent or in conflict with the restrictions as previously set forth herein) conferred upon corporations by the Nebraska Nonprofit Corporation Act as the same shall, from time to time, exist. In addition to those powers so granted and to the extent not inconsistent with the previous limitations set forth herein, the corporation shall have all additional powers and rights not otherwise denied nonprofit corporations by the laws of the State of Nebraska which are necessary, suitable, proper, convenient or expedient to carry out the purposes set forth in Article V of these Articles of Incorporation.

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**ARTICLE X.
AMENDMENTS**

These Articles of Incorporation may be amended at a meeting of the Board of Directors by a majority vote of the directors in office.

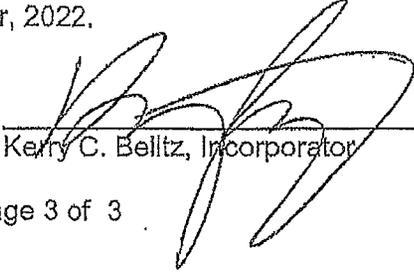
**ARTICLE XI.
LIMITATION OF LIABILITY**

The private property of the incorporators, members of the Board of Directors, officers, and members of any advisory board and appointed committees of this corporation shall not be subject to the payment of any corporate debts.

**ARTICLE XII.
NONPROFIT CORPORATION ACT**

The corporation is organized under the Nebraska Nonprofit Corporation Act of the State of Nebraska, as the same may be amended from time to time.

DATED this 7 day of October, 2022.



Kerry C. Belltz, Incorporator



PROPOSED SCOPE OF WORK

The following scope of work is designed to answer questions regarding the future viability of the fairgrounds in Platte County, including its location. The detailed scope is described below.

Task 1. Project Kickoff

In this task, we will meet with client representatives and others in Platte County in order to ensure that our work will meet your needs, including meeting with your internal team to discuss project background and expectations, approach, deliverables, and timeline. We will also begin to identify, accumulate, and analyze relevant information.

Soon after selection, we will meet to complete the following tasks, among others:

- o Review of scope of work, timing, and other matters,
- o Meetings with client representatives and other internal and external stakeholders,
- o Data collection and review of any existing and relevant research and studies (regarding the local market, past fairgrounds operations, and others), and identification of relevant local and regional venues, and
- o Tours of the current site and potential future site(s), existing facilities, and the broader local area.

Prior to the kickoff meetings, we would work with you to arrange a schedule of meetings and tours over approximately two days.

Task 2. Local Market Analysis

The fairgrounds presumably rely largely upon the local and regional population for support and usage. In order to provide an understanding of the environment in which operates, we will complete an analysis of the local and regional market area (such as Platte County and the Columbus micropolitan area).

Characteristics (current, past, and historical trends, as relevant) to be analyzed will include:

- o The fairgrounds' location within the broader area and its proximity to other markets/population centers,
- o Population,
- o Age,
- o Income and employment,
- o Accessibility,
- o Any relevant development trends in the area, and



- o Other characteristics that are unique to the area and relevant to the fair/entertainment/events industry.

Task 3. Platte County Fairgrounds

In this task, we will analyze the current Platte County Fairgrounds. We will inventory and analyze the characteristics and operations of the current complex, as well as the annual fair and other uses. This will include an understanding of its quality, sizes, events/attendance and other measures of usage, programs, user fees, operating revenues and expenses, staffing, and other characteristics (and their changes/trends over time, assuming that multiple years of data are available).

Task 4. Competitive Fairgrounds and Other Venues

We will identify and analyze the inventory of other venues, including fairgrounds, in the broader area that are relevant to the current and/or future Platte County Fairgrounds, including any existing and potential local facilities that could be competitive with the fairgrounds for various types of uses. As much as possible, we will tour the venues and interview management and gather current data, in order to document their characteristics, such as size, facilities offered, facility quality and orientation, number and type of events and attendance, annual revenues and expenses, management, and others. This will identify the offerings and characteristics of other fairgrounds – and other relevant facilities – in the region.

We will comment on the overall competitive environment for the fairgrounds, and its implications for Platte County. The analysis of facilities and events will also help to provide a sense of the potential market for any new offerings/improvements.

Task 5. Stakeholder Feedback

We will identify and contact various types of user groups from throughout the local and regional area, as well as any state and other groups that could (and currently do) use the Platte County Fairgrounds. Direct interviews with these groups' leadership would provide vital information regarding the potential market demand for the complex and any potential improvements, as well as site options.

We will solicit input directly from past and potential users of the venue and other stakeholders. This will provide primary research on their perspectives and their thoughts regarding the need for new facilities and/or a new site for various uses, including the county fair. We will talk to (in person and via phone/Zoom) individuals and groups such as:

- o Facility and fair staff,
- o Event promoters and organizers, as well as groups such as the Nebraska Association of Fair Managers,
- o Locally-based events that could use the venue,
- o Groups that use other fairgrounds in Nebraska,



- o Local entities such as Chamber of Commerce and Convention and Visitors Bureau, and
- o Others.

At the conclusion of this subtask, we will have primary research regarding the desires and needs of current and potential users, such as their facility needs, event characteristics, thoughts on Platte County as an event destination, and other important information that will help to guide facility and site recommendations and operating/impact assumptions.

Task 6. Case-Study Fairgrounds and Markets

This analysis will provide an overview of a set of fairgrounds across the state, region, or country that are similar to the Platte County Fairgrounds, or future improvements to the complex. It could also include fairgrounds that have relocated within a county and/or have completed a renovation project. While no other market is identical to Platte County, comparable complexes and markets will be selected based on their similarity to the area in important areas such as market size and geography/setting, climate, facility quality, age, orientation, size, and the like.

For the identified facilities, we will interview management and gather available data and other characteristics, such as facility characteristics and offerings, events and attendance, annual revenues and expenses, the impact of any recent improvements, local visitor infrastructure (such as number of hotel rooms and other attractions, and their location relative to the facility), ownership/management model, funding sources and amounts, infrastructure, and others. We will also compare economic and demographic characteristics of the facilities' markets to those of the Platte County area.

Task 7. Site Analysis

We will complete a non-technical site analysis that helps to evaluate options related to staying at the current site or relocating to one or two sites provided by client representatives. This will consider the following, for the current and potential sites:

- o Site size and configuration.
- o Ownership and potential costs related to acquisition or other items.
- o General surroundings, including proximity to complementary land uses and the residential population, access, and other characteristics.

Assuming that a technical architectural or engineering study for the new site options is undertaken during our study, we will also work with the consultant to inform each other's works, and incorporate any relevant findings into our report.

Task 8. Conclusions and Recommendations

In this task, we will provide various recommendations regarding the fairgrounds, based on previous tasks. As needed, we will work with other project consultants to ensure that all recommendations are physically



viable. This will include:

- o The general market for the fairgrounds and its ongoing and potential uses, and the competitive environment.
- o Any recommended improvements, such as the number, type, and size of facilities and supporting amenities.
- o Orientation and intended uses.
- o Recommendations regarding a future site, and
- o Others.

Task 9. Forecasts of Future Usage and Operations

In this task, we would build upon previous tasks by forecasting the future operations of the fairgrounds, at a recommended site.

Demand/Usage Projections

Based on the results of previous tasks, such as assumptions of complex elements and the market analysis, we will develop a detailed schedule of event and attendee demand for ten years of operation. All projections will be shown by event/usage type. The projections will include the following items:

- o Number of events and event days,
- o Average and total attendance and participation by event/usage type,
- o Average ticket prices by event type (as applicable),
- o Usage rates,
- o Average per-capita attendee spending (for items such as concessions),
- o Estimates of attendee/participants' geographic origin (for the purposes of economic impacts).

Financial Projections

We will develop a pro forma statement of the complex's operations that considers all expected revenues and expenses. The pro forma statement (particularly revenues) will also depend on the assumptions developed in the previous subtask, as demand/usage will drive much of the revenues and expenses. Expenses will primarily be based on assumed facility use, size, and features, as well as actual expenses of similar facilities and past operations of the fairgrounds. All assumptions will be clearly identified in order to ensure their appropriateness for the complex.

Revenues to be forecasted will include, but not be limited to (and as much as possible, will be presented in a consistent manner with past fairgrounds results for ease of comparison):

- o Rent and other usage fees,



- o Ticket sales,
- o Concessions and merchandise,
- o Advertising and sponsorships, and
- o Others.

Forecasted expenses will include, but not be limited to:

- o Salaries and benefits for full-time and event/temporary staff,
- o Utilities,
- o Repairs and maintenance,
- o Insurance,
- o General and administrative,
- o Supplies and other miscellaneous expenses, and
- o Others.

Our pro forma statement will summarize all individual revenues and expenses for each of the first ten years, and will identify the complex's net operating revenues. We will also potentially revisit any recommendations following development of the pro forma statement, should it initially identify infeasible results. We would then further adjust the complex plan with the goal of developing a complex that can meet any financial goals or requirements.

Task 10. Economic and Fiscal Impact Analysis

The intent of the economic impact analysis will be to measure various impacts attributed to the presence of the complex and any improvements. These impacts will be quantified for Platte County. As much as possible, assumptions will be based on actual historical information gathered from our experience with similar projects and facilities, including the Platte County Fairgrounds. In addition, previous tasks and their results will also be used to guide various assumptions.

Estimates of Economic Impacts from Operations

In this task, we will estimate various impacts generated by the complex and captured within the local market. While we will estimate gross impacts from all complex users, the focus will be on net impacts that are generated by facility users from outside of the county.

The following characteristics and impacts will be estimated for a future stabilized year of complex operations:

- o Complex revenues that are considered to be new impacts,
- o Visitation and event attendee/participant origin, and resulting length of stay,



- o Daily spending by non-local residents (within and outside of the complex), by category, and the resulting total spending,
- o Number of lodging room nights generated, and
- o Employment and income impacts (number of jobs supported/created by the operations of the complex, and the associated payroll).

Detailed assumptions regarding visitation/attendee origin, length of stay, and spending, as well as the resulting impacts, will be separately identified for each type of complex event.

The above will represent the **direct spending, employment, and payroll impacts**.

In addition to the direct impacts, **indirect and induced impacts** will also be estimated. These impacts measure the later rounds of spending that are created by the direct spending, before it fully leaves the local economy. Indirect and induced impacts are estimated through spending multipliers generated by the Bureau of Economic Analysis. These multipliers, applied to estimates of direct spending, calculate the indirect and induced impacts. Total impacts will equal the sum of direct, indirect, and induced impacts.

Estimates of Fiscal Impacts from Operations

We will then estimate the tax revenues captured by various levels of government. Fiscal impacts will be based on factors such as existing taxes and rates, types of spending that are taxable, and others. We will research and confirm applicable taxes levied by the various jurisdictions and apply the tax rates to qualifying spending, and separately identify the amounts generated by individual taxes to each level of government.

Estimates of Economic and Fiscal Impacts from Construction

In this task, we will estimate the economic and fiscal impacts to the area from any assumed improvements, and the associated construction, at the complex. This analysis will be based on a number of variables and assumptions, including the following:

- o Estimates of construction costs,
- o Percent of construction costs spent on local firms and workers,
- o Other characteristics of the construction project and its workers, including local wage levels, residence of workers, applicable tax rates, and others.

For any construction costs, we will use estimates prepared by client representatives or other project consultants. Assumptions regarding anticipated spending on local firms and workers would be developed through interviews with client representatives and others, as well as analysis of other relevant construction projects in the area. The result will be an estimate of the one-time economic and fiscal impacts that will be captured by the construction of any recommended fairgrounds improvements.



PROJECT FEES

Based on the proposed scope of work, fees for this analysis are \$55,000.

As part of the scope of work, we assume one trip to the Platte County area for kickoff meetings, which would include stakeholder meetings and tours of the area. The fees do not include expenses related to travel, which would be billed at cost. No other expenses are anticipated, but any that are identified will be subject to client pre-approval. Time for additional trips would be billed at \$300 per hour, plus travel costs.

We estimate that the proposed scope of work could be completed in approximately 12 weeks from approval.



CONTRACTUAL CONDITIONS

The following conditions apply to our engagement with you.

The findings and recommendations of our research will reflect analyses of primary and secondary sources of information. Estimates and analyses presented in our report will be based on data that are subject to variation. SP will use sources that it deems reliable, but will not guarantee their accuracy. Recommendations will be made from information provided by the analyses, internal databases, and from information provided by external sources.

It is understood in accepting this proposal that neither fees nor payment thereof is contingent upon the findings of the study. SP has no responsibility to update its report for events and circumstances occurring after the date of its report. Delayed invoice payments will result in delay of deliverables for the next portion of work.

If this contract and/or SP's work for the Client is terminated for any reason by either party, SP will be due fees based on hours and expenses expended during the duration of the contract up to the total amount of the contracted amount for scope work included in the contract. Hours will be billed at SP's hourly rate of \$300 and expenses will be billed at cost, less any prior payments received from Client.

For any scope of work requested by the Client or its representatives and completed by SP beyond the contracted scope of work, professional fees will be billed at SP's average hourly rate and may exceed the total amount of the contract amount. SP will notify the Client and its representatives if any work requested is outside the contracted scope of work.

The Client will indemnify and hold harmless SP, its managers, members, officers, agents and employees, and any persons retained in connection with the performance of the services described herein (individually referred to as an "Indemnified Person"), from and against any and all claims, damages, losses, liabilities, costs and expenses and disbursements incurred in connection with investigating, preparing to defend or defending any action, suit or proceeding commenced or threatened, or any claim whatsoever, or in appearing or preparing for appearance as a witness in any action, suit, proceeding or partial proceeding to which any Indemnified Person may become subject, directly or indirectly, arising out of, in connection with or based upon this engagement, the transactions contemplated hereby or any Indemnified Person's role in connection with any of the foregoing (collectively, the "Losses"), and will reimburse any Indemnified Person for all expenses (including reasonable counsel fees and expense) as they are incurred, including expenses incurred in connection therewith, whether or not such Indemnified Person is a party to any such action, suit or proceeding.

If this document meets with your approval, you can accept this letter and authorize us to proceed by signing the space below.



AUTHORIZATION

Accepted By:

Name: _____

Signature: _____

Title: _____

Company: _____

Date: _____

Payments may be sent to:

David Stone
Stone Planning LLC
1432 N. Orleans
Chicago, IL 60610

For direct deposit/EFT/ACH, bank account information can be provided.



November 7, 2024

Dear members of the Platte County Improvement Fund grant committee,

My name is Mike Hansen, and I am president and CEO of Columbus Community Hospital. I am writing to express my support for the Platte County Fairgrounds Foundation's application for a \$25,000 grant from the Platte County Improvement Fund. The grant will pay for an analysis of whether the fairgrounds should relocate to another site.

As a leader at Platte County's largest hospital, I have seen firsthand how important it is to have a top-quality location for our fairgrounds. A healthy fairgrounds is a big part of a healthy community, and our county is fortunate to have a group that is dedicated to making sure it continues to serve its purpose.

Columbus Community Hospital is dedicated to improving our community's health, and we are pleased to have others who share that goal. That is why I am extending my support.

If you have any further questions, I would be happy to talk more.

Sincerely,

A handwritten signature in black ink that reads "Michael Hansen". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Michael Hansen, FACHE
President & CEO
Columbus Community Hospital

3214 25th Street, Suite 2
P.O. Box 1372
Columbus, NE 68602-1372
Phone: 402-564-5661
Fax: 402-564-5125
E-mail: info@columbusunitedway.com
www.columbusunitedway.com



Columbus Area United Way

November 8, 2024

Columbus Area Convention and Visitors Bureau Advisory Committee
Platte County Board of Supervisors
Columbus, NE. 68601

Dear Members of the Platte County Improvement Fund Committee,

I am writing to express my full support for the funding request to conduct a feasibility study and planning analysis for the development of the Platte County Fairgrounds. This project has the potential to transform the area into a key attraction for both residents and visitors, driving tourism, economic growth, and increased community engagement.

The fairgrounds are already an important asset to Platte County, and with the right planning, they can become a hub for regional events, drawing overnight visitors and boosting local business. The proposed study will identify the best development options to enhance the site's appeal, improve facilities, and align with community goals, ensuring long-term economic and cultural benefits.

By improving the fairgrounds, we can create a unique destination that reflects the heritage and identity of Platte County while offering a space that appeals to a wide audience. The analysis will also help maximize the fairgrounds' potential as a venue for events, festivals, and exhibitions, further elevating Platte County's visibility as a tourism destination.

In conclusion, I believe that funding the analysis for the Platte County Fairgrounds development is a critical step toward making this important community asset a major attraction for both locals and visitors. The information gathered through this analysis will help ensure that any future improvements or expansions are well-planned, financially viable, and positioned to maximize their long-term impact on Platte County's tourism economy. I wholeheartedly support this funding request and look forward to seeing the positive results that will come from it.

Thank you for your consideration. Please feel free to contact me if you need further information.

Sincerely,

Hope Freshour

Hope Freshour

The mission of the Columbus Area United Way is to focus resources to measurably improve the education, health, and financial stability of our community.



Law Office

TESSENDORF & TESSENDORF, P.C.

2362 26th Avenue, P.O. Box 925
Columbus, Nebraska 68602-0925

ATTORNEYS

GALE D. TESSENDORF
RYAN G. TESSENDORF
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TELEPHONE (402) 564-8555
FAX (402) 564-8557

November 12, 2024

Columbus Area CVB
Visitor Improvement Fund Grants
1464 26th Avenue
Columbus, NE 68601

RE: **2024 Grant Request**

Dear Members of the CVB:

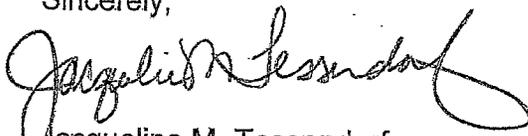
On behalf of the Platte County Fair Foundation, I am writing this letter in support of the CVB awarding the Foundation a grant to hire Stone Planning, LLC, to conduct a study. The Study will help the City of Columbus and the Platte County area determine the best use of Ag Park.

As the committee is aware, Ag Park has been sold to the Platte County Fair Foundation with plans to construct a new and improved fair grounds and convention center. This improvement will create "new visitor attractions and facilities in Platte County." Currently the Platte County 4-H program has 1,000 children and their families exhibiting annually at the Platte County Fair. The livestock numbers and static exhibits continue to grow. Further, there is a need for a convention center that can comfortably seat at least 500 people. Such events that need the space are weddings, quinceañeras, and community events such as Chamber events or events such as Lakeview's Big Red Night. Columbus and the Platte County area are in need of improved facilities.

I encourage you to award the grant as requested. If you need any additional information about the request, I would be happy to visit with any member or to attend a meeting in support of the request for this grant.

Thank you in advance for your time and consideration.

Sincerely,


Jacqueline M. Tessendorf

Attendance

Annual attendance to your facility: Approx. 24,000

% of visitors from outside Platte County: 2,500 to 5,000

Method used to determine attendance and % of visitors: Estimation based on use of Nebraska Golf Passport, number of rounds and golf management experience.

Is your attraction open to the public? Yes No

Please check one or more of the following which describe(s) your organization.

Educational Artistic Cultural
 Recreational Historical Entertainment

Explain:

The Columbus Golf Association (CGA) and Brent McGrew, the Head PGA Teaching Pro at both Quail Run and Van Berg Golf Courses, appreciate the opportunity to submit this Application to advance the development of the Van Berg Learning Center (VBLC). In furtherance of the successful launch of the VBLC in 2021, which has included well-attended summer youth programs (see attached annual reports), the CGA and Mr. McGrew are seeking additional funding in the amount of \$59,300 to obtain two simulators for installation in the VBLC Clubhouse – this amount will supplement the \$27,925 awarded by the Columbus Visitors Bureau (CVB) in 2022, which was used to leverage approximately \$90,000 in City of Columbus funding to renovate the VBLC Clubhouse. BD Construction, a Columbus-based company, started work on the renovation in September 2024, with an estimated date of completion in November 2024. As the attached rendering of this project depicts, space for two simulators and a lounge area will result after completion of BD’s work.

As further discussed below, we believe that these simulators, together with the golf lounge that will enable visitors to watch simulator action as well as broadcast sporting events, will provide an appealing attraction for Columbus-area residents and folks from outside of Platte County via individual/group training options, leagues, tournaments and catered social events. Along with the significant rise in golf since the onset of COVID, the simulator market has increased significantly, with huge increases all over the country. Many Omaha golf lounges are at 100% capacity. While many larger cities such as Omaha, Lincoln and Kearney have such an indoor facility offering simulator golf, but very few if any within 60 miles of Columbus offer a similar venue.

Our Vision: To promote the VBLC as (1) an area leader in developing and educating golfers with an emphasis on juniors and beginners by providing and promoting a golf course and indoor training facility designed to give players a pathway to success in life as well as golf; and (2) a fun indoor golf simulator venue for youths and adults for use on a year-round basis.

Our Mission: To provide a family-friendly golf facility designed around the education and development of juniors and beginners and fun for adults. We will provide an interactive golf course, clubhouse and short-game area designed around fun and learning. We will become the area leader in player development and will bring people to Columbus via youth/adult events, leagues, tournaments and social events sponsored by

various organizations including U.S. Kids Golf, Nebraska Junior Golf Tour, Drive Pitch and Putt, PGA Junior League, and the Columbus Golf Association. We will work in conjunction with our sister course, Quail Run Golf Course, and in cooperation with the Elks Country Club. Our goal is to accomplish our mission while eliminating financial burdens on the City of Columbus by relying on a restructuring of fees and support of local businesses and nonprofit organizations that share our vision.

Van Berg Golf Course (VBGC), built in 1928, operated for decades as the only golf venue in Columbus. Thus, generations of folks in the Columbus area learned to play golf at VBGC.

Marion H. Van Berg, a livestock owner and farmer who founded the Columbus Sales Pavilion near the current VBGC, acquired the golf course several decades ago. Mr. Van Berg was an accomplished racehorse trainer and was inducted into the National Museum of Racing and Hall of Fame in 1970. Marion's son, Jack Van Berg, also became a famous racehorse trainer.

Marion H. Van Berg purchased the VBGC land from the Elks organization in 1965 for \$85,000 – this purchase helped the community by enabling the Elks organization to purchase the land on which the current Elks Country Club is situated. Mr. Van Berg then further helped the community by deeding the VBGC land to the City of Columbus in 1969 in memory of his wife, Viola -- this deed requires reversion of the land to Marion H. Van Berg's heirs if the land is not used as a golf course or park.

VBGC began operation as a municipal golf course after Mr. Van Berg gifted the property to the City. The current VBGC clubhouse, erected in approximately 1970, was originally designed to be a Johnny Carson Restaurant – as is widely known, Mr. Carson is a famous Nebraska native.

As indicated above, VBGC has a rich history and is a significant part of Columbus culture. Thus, the CGA and Head PGA Teaching Pro Brent McGrew plan to work with Marion H. Van Berg's descendants to honor that history as the VBGC is further developed – some of that effort will involve the use of horse-themed art. Our vision also includes providing an educational learning experience, including signage and an interactive App that helps players learn as they play.

Finally, it is important to note that golf is currently in the midst of a boom like we've not seen in many years, if ever. Many people of all ages are starting to play this sport for both recreation and entertainment. **Significantly, VBGC's revenues in 2023 -- when Quail Run Golf Course returned to full operation as an 18-hole venue for the first time since the flood in 2019 -- amounted to \$240,766, compared to \$107,788 in 2018 (123% increase).** [Note: 2018 & 2023 are used for comparison purposes because VBGC revenue increased from 2019 – 2022 due to the damage Quail suffered as a result of the March 2019 flood.]

Total Project Cost: \$181,019 - Clubhouse renovation and installation of two golf simulators.

Visitor Improvement Funds requested for this project: **\$ 59,300**. [Note: The CVB committed \$27,925 to this project in 2022, and the City has committed a total of \$93,794 in its FY2023/2024 & FY2024/2025 budgets – if the County grants \$59,300 for 2024, that would bring the County total to \$87,225, which would be \$6,569 less than the City's commitment.]

A detailed budget worksheet must be included. See Attached.

Please provide a brief description of the project. (If additional room is needed an additional page may be attached.) Description must be limited to no more than one page.

The continuing development of the VBLC, launched in 2021 via summer youth programs, is planned to occur in phases. The first phase is the construction of an indoor training facility, which BD Construction started in September of 2024 after the Columbus City Council approved BD's work plan in August of 2024 (see rendering attached). This project phase will transform the current Pro Shop area and a portion of the maintenance area to a practice facility with indoor putting and short game area together with two golf simulators and room to add two more if viable. Portions of the current facility will also be used for golf fitness activities. The first phase includes:

- A. Removal of flooring and installation of indoor/outdoor grass with putting holes and chipping grass.
- B. Construction of two hitting bays, together with impact screens and projectors for simulators.
- C. Placement of acoustic tiles throughout interior to minimize sound issues.
- D. Paint or replace current paneling.
- E. Paint interior walls and doors.
- F. Reconstruct current maintenance offices to prepare for new Pro Shop, which will include a seating area and lounge/bar that will facilitate use of the facility for golf training and catered social events.
- G. Paint Clubhouse exterior -- return to original Johnny Carson colors to promote history of VBGC, including horse-themed portrayals to honor the Van Berg Family.
- H. Install exterior window coverings to promote current programs and the nearly 100-year history of VBGC.

The second phase involves golf course transformations. The Van Berg Learning Center will be an interactive, educational golf course. A progressive tee system will be utilized that is optimal for seniors, youths and beginners. Signage throughout the course will provide knowledge of rules and etiquette.

- A. 1st tee signage explaining the progressive tee system.
- B. New hole signage that includes new tee boxes.
- C. Little Pro signage that walks youths through etiquette and rules.
- D. Intro of birdie tees played with large balls and snag clubs targeted to children under age 6.

Final Phase: Outdoor putting course (mini golf) and batting cages. This phase is dependent upon the success of the first two phases.

How will this project increase visitation to or encourage visitors to stay longer in Columbus/Platte County?

VBLC will target junior and adult training programs, leagues, tournaments and catered social events that will attract players and visitors from Columbus and surrounding areas outside of Platte County on a year-round basis, thereby stimulating the local economy. This approach will include targeting the following: (1) lodging facilities and businesses (including the new Harrah's Casino and its adjacent hotel) in the Columbus area to promote the 9-hole VBLC Golf Course and its accompanying simulator/lounge experience; (2) junior events sponsored by U.S. Kids, Nebraska Junior Golf Tour, Drive Pitch & Putt, and PGA Junior League; (3) adult events throughout the golf season including September and October; (4) various print/radio/TV/social media marketing efforts to promote VBLC's availability to host catered social events/mixers such as birthday parties throughout the year.

As discussed previously, the market for golf simulator venues has increased significantly, with huge increases all across the country. Many Omaha golf lounges are at 100% capacity. While many larger cities such as Omaha, Lincoln and Kearney have such an indoor facility, very few if any within 60 miles of Columbus offer a similar venue. [Note: The new Columbus Fieldhouse contains golf simulators, but unlike the Fieldhouse the VBLC will offer a lounge experience together with adult beverages, leagues, tournaments, PGA-certified training professionals and the ability to host catered social events.]

Simulator golf offers a unique experience in comparison to outdoor golf. In this regard, simulator golf is appealing to players of all ages **and takes less time to play**. Bays are rented by the hour providing a fun attraction anytime, especially during poor-weather days and months and after sunset on a year-round basis.

In an effort to advance the family experience at the VBLC, the simulators will be equipped with fun games for kids. Simulators also offer kids and adults the opportunity to play golf courses throughout the world, so the VBLC experience will be a great attraction for Columbus-area residents and guests outside of Platte County, whether they lodge in Columbus or just visit for the day.

Columbus will draw an increasing number of visitors from a wide region in light of the addition of Harrah's Casino, its adjacent hotel and the new horse track – many Quail Run and Van Berg Golf Course visitors from outside of Platte County have already made comments indicating that they have enjoyed a round of golf prior to an evening at the Casino and/or horse races. The City will also experience a significant increase in regional sporting event visitors stemming from the planned installation of artificial turf at the Pawnee Park Baseball Field, which will enable hosting of more games and tournaments. VBLC will offer an appealing additional attraction for these visitors from outside of Platte County – at all times and especially during poor-weather days and after sunset, VBLC's indoor simulators and accompanying lounge will enable both non-resident visitors and Columbus residents to take advantage of fun times golfing while taking a break from the casino, horse races, sporting events or other activities. The educational golf course and indoor training/event facility will also offer an extra attraction for those visiting Pawnee Park for sporting events, family gatherings and Pawnee Plunge.

As discussed, Head VBLC and Quail Run Teaching Pro Brent McGrew is spearheading the VBLC project. It is important to note that Mr. McGrew's popularity and connections in Columbus and regionally help him effectively promote golf at both VBLC and Quail Run. In this regard, General Manager Doug Dunbar and Mr. McGrew have significantly increased revenue, rounds and events at both VBGC and Quail Run since their arrival in Columbus in 2006. Following are highlights of the progress at Quail Run and Van Berg Golf Courses since Mr. Dunbar and McGrew assumed management of Columbus municipal golf in 2006 (note: references below to the year 2008 reflect City records, while references to 2006 reflect Mr. Dunbar's records):

- Increased total QR/VBLC revenue from \$460,683 in 2008 to \$921,360 in 2023 (100% increase).
- Increased QR/VBLC greens/cart revenue from \$380,114 in 2006 to \$725,513 in 2023 (91% increase – excludes revenue associated with concessions, alcohol and driving range).
- Increased total VBLC revenue from \$64,779 in 2008 to \$240,766 in 2023 (272% increase).
- Increased VBLC greens/cart revenue from \$51,345 in 2006 to \$183,797 in 2023 (258% increase – excludes revenue associated with concessions and alcohol).
- Increased total QR/VBLC rounds from 17,781 in 2006 to 34,964 in 2023 (97% increase).
- Increased total VBLC rounds from 3,636 in 2006 to 14,729 in 2023 (305% increase).
- Increased total QR/VBLC events from 24 in 2006 to 54 in 2023 (125% increase) (participants ranged from 40 to 218, including a significant portion from outside of Platte County).
- Increased league players from 100 in 2006 to 550 in 2024 (450% increase).

- Hosted several Nebraska State Boys & Girls High School Golf Tournaments at Quail Run.
- Hosted several college Men's & Women's Golf Tournaments at Quail Run.
- Hosted Cornhusker State Games 17U competition at Quail Run in 2022, 2023 & 2024.
- Developed youth programs at Quail Run and the new Van Berg Learning Center.
- Created Men's Association - 70+ members who compete in Quail Run events leading up to the annual Columbus Cup (vs. Elks Country Club qualifying members)
- Facilitated annual Ladies' Tournament at Quail Run since 2010 that attracts approximately 100 women from Columbus and many from the surrounding region. Tournament proceeds are used to fund upgrades at Quail Run and Van Berg Learning Center.
- Facilitated annual Couples' Tournament at Van Berg Learning Center 2019 – 2023, which annually attracted approximately 36 players from Columbus and the surrounding region. The Couples' Tournament was held at Quail Run in 2024 in order to accommodate more players – approximately 60 players participated in 2024. Tournament proceeds are used to fund upgrades at Van Berg.

Following is an article excerpt from the 12/8/2023 edition of the *Columbus Telegram* featuring new Columbus City Council Chairman Rich Jablonski regarding Mr. McGrew's successful VBLC youth program launched in 2021:

Another key project Jablonski has been happy to see progress on is the Van Berg Golf Course, which draws people locally and from afar to the city and its parks. "I hope we can continue to keep that course with Brent McGrew and the learning academy for young kids. That draws people from the community and rounds have been way up this year, I think that's pretty exciting," Jablonski said. "It's one of those things you have to have in your community to attract people along with a great parks system."

Following is an excerpt from Columbus Mayor Jim Bulkley's monthly newsletter published in the 6/25/2022 edition of the *Columbus Telegram* regarding VBLC and Mr. McGrew:

Through all of this Quail Run reconstruction Van Berg has shined. The loss of the nine holes at Quail forced golfers to use Van Berg. And use it they did. Play has been fantastic. Add to this activities that Brent McGrew has instituted for youth golf. Hats off to all that took a disaster and made the most out what was available.

Mr. McGrew is resourceful, friendly, and he works well with people of all ages and backgrounds. His ability along with Mr. Dunbar to coordinate and conduct golf events of all sizes in a fun, well-organized and well-staffed manner is remarkable and will help draw folks to VBLC's 9-Hole Golf Course and its simulator/lounge venue from the Columbus area and outside of Platte County.

What other agencies or groups are co-sponsoring the project?

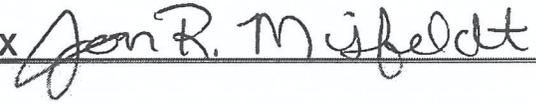
VBLC has garnered support from the following entities/individuals since launching in 2021:

- City of Columbus: \$93,794 to renovate the VBLC Clubhouse (work started September 2024).
- ALLO, a Nelnet Company: VBLC U.S. Kids Summer Program Title Sponsorship 2021 - 2024 (\$10,000).
- Columbus Golf Association: Progressive Tee-Box System (\$900 - 2022) (\$10,000+ raised via VB tournaments 2020 - 2024 ready to commit to further development of VBLC – more fundraisers planned).
- Columbus Women's Golf League: 2019 Couple's Tournament (\$600 raised to improve VB's Women's Restroom).
- Columbus Optimist Club: Race To The Optimist Cup 2021 & 2022 (Prize Pool \$6,000)

- Sertoma Club: Teen Academy 2021 (\$500).
- Columbus Motor Company: Clubs for Kids Trade-In Trade-Up Program (\$1,500).
- PGA Reach: \$1,000.
- Duo Lift Manufacturing: Progressive Tee-Box Markers (\$1,000).
- Hy-Vee: City Championship Meals 2021, 2022, 2023 & 2024.
- Floors by Jake: Jake Schaefer Labor for installation of the flooring in Pro Shop and simulator bays.
- Platte Valley Refinishing – Hole Sponsorship & Labor/expertise during the completion of the Pro Shop and simulator bays.
- Barnett Dry Wall: Installation and some materials for dry wall in the Pro Shop.
- Ryan Bouc Foundation: Pledged \$1,000 plus continued sponsorship.
- Tournament Sponsors: Rapid Lube, Home 360, Sahara Boulevard, Stack 'N Steak Family Restaurant, Turf Works, Micek's, Kim Meyer, The Steiner Family.

If this project is not awarded the entire requested amount will you continue the project?

We will continue with this project. Progress, of course, will be dependent upon available funding.

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <p>Signature of applicant (I signify that, if awarded, grant funds will only be used for improvements to visitor attractions owned by the public or any nonprofit organization, as the Nebraska Visitors Development Act, Neb. Rev. Stat. §81-3701 through §81-3724, et seq. (as amended from time to time) provides, as outlined in this application)</p> <p>x </p> | <p>Date</p> <p>10/11/24</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|

A project budget and letters of support (minimum of 3) MUST be attached. Following documents are attached:

1. Project Budget including rendering of current Clubhouse renovation project spearheaded by BD Construction and depiction of two golf simulator bays;
2. City of Columbus letter dated 9/16/2024 which enables the CGA to pursue the 2024 CVB Improvement Grant and describes BD Construction's current Clubhouse renovation project;
3. CGA's Bylaws;
4. IRS determination letter dated 1/6/2021, which effectively provides tax exempt status for the CGA retroactively to 1/9/2020, the date on which the organization qualified for non-profit status under Nebraska law;
5. Columbus Chamber of Commerce Support Letter 2022;
6. PGA Nebraska Support Letter 2022;
7. Travis & Abbie Tessendorf Support Letter 2021;
8. Tyson & Jasper Owens Support Letter 2022;
9. Sarah Pillen Support Letter 2022;
10. Van Berg Family Support Letter submitted to Columbus Mayor & City Council on 10/19/2020;

11. CGA's February 2022 letter in support of Brent McGrew sent to the Mayor and other City officials - signed by eight Board Members (this provides a summary of the Learning Center's activities in 2021);
12. Sandy Harrison Support Letter submitted to Columbus Mayor & City Council on 10/19/2020 – Columbus Lakeview Boys & Girls Golf Coach;
13. Brady Vancura Support Letter submitted to Columbus Mayor & City Council on 10/19/2020 – Columbus High Boys Golf Coach in 2020 and current Columbus Scotus Boys Golf Coach;
14. Tyler Swanson Support Letter submitted to Columbus Mayor & City Council on 10/19/2020 – Columbus Scotus Boys Golf Coach 2020.
15. Tanya Niedbalski, the Columbus Scotus Girls Golf Coach for more than 30 years, spoke in strong support of the VBLC before the Columbus Mayor and City Council on 10/19/2020.
16. 2021 - 2024 VBLC Youth Program Summary & Itemized Revenue/Expense Report (two pages)
17. Lincoln's Ager Golf Course & Learning Center's winning application as the 2018 Nebraska PGA Facility of the Year (FOY) (four pages) **(Model for VBLC Development)**;
18. "Rebirth at Van Berg" Columbus Telegram 6/5-6/2021 – VBLC Review;
19. "Inaugural Optimist champs crowned" Columbus Telegram 8/3/2021;
20. "Second summer of Van Berg Family Learning Center underway" Columbus Telegram 6/11/2022;
21. "Columbus a hub of activity" Columbus Telegram 6/25/2022 – Mayor Bulkley positive VBLC comments highlighted;
22. Brent McGrew Top 50 Kids Coach 2020 & 2021 - U.S. Kids Golf Press Releases;
23. "Clubs for Kids" Program Flyer – Columbus Motor Company Sponsor.

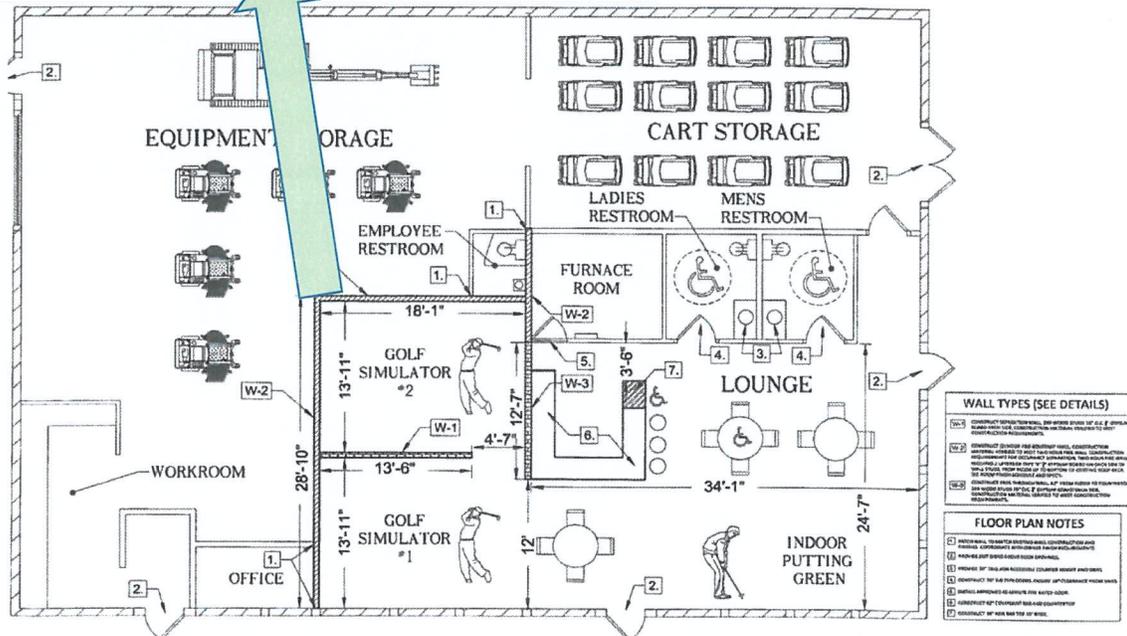
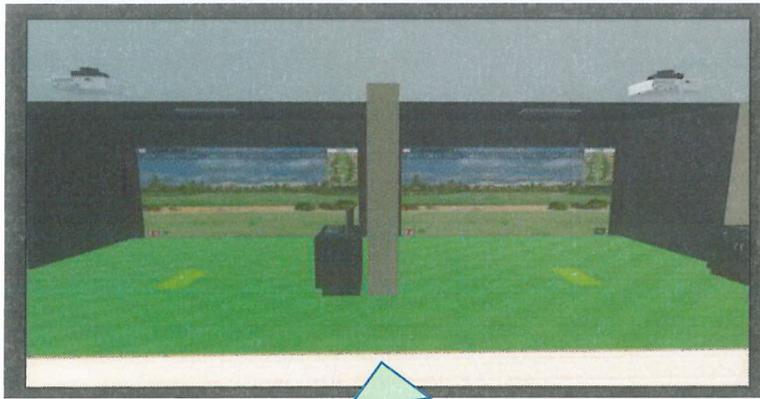
Completion of VBLC Trackman Golf Simulators & Lounge

Materials w/ installation

| | | | |
|------------------------------------------------------------------|---|-------|-------------|
| Custom Impact Screen | 2 | 600 | \$1,200.00 |
| 4K Video Projector | 2 | 2000 | \$4,000.00 |
| Rolled rubber matting 1/2 Thick | 1 | 3500 | \$3,500.00 |
| Gaming Computer | 2 | 3000 | \$6,000.00 |
| Hitting Strip | 2 | 450 | \$900.00 |
| Astro Turf | 1 | 2200 | \$2,200.00 |
| Trackman Simulator with software | 2 | 20000 | \$40,000.00 |
| Foam Acoustic tiles wall and ceiling and side protector curtains | | | \$1,500.00 |

Total Project completion cost: **\$59,300.00**

Project Plans and Visual Rendering of completed simulator room





Public Property Department
Director 402-562-4240
Email: dmoore@columbusne.us
www.columbusne.us

September 16, 2024

Columbus/Platte County Visitor's Bureau

At the September 3, 2024 Board of Parks Commissioners meeting, the Board unanimously approved a request by the Golf Association to seek additional funding from the Visitor's Bureau to purchase golf simulators in the pro shop of Van Berg golf course.

Work has already begun on the project which includes demo of existing area, construction of two bays for the simulators, fire retardant walls and doors to the restrooms and utility room (requirement by the Nebraska Fire Marshall), Making restrooms handicap accessible, building a handicap accessible service counter so that patrons view the simulators in use. There is \$120,000 in the city budget for this project.

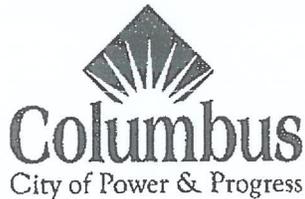
If you need additional information, please contact me at 402-562-4240

Sincerely,

Douglas A Moore

Douglas A. Moore
Public Property Director





Columbus Area Chamber of Commerce

753 33rd Avenue • Columbus, Nebraska 68601

Phone: (402) 564-2769 • Fax: (402) 564-2026

Email: info@columbuschamber.org • Website: www.thecolumbuspage.com

September 28th, 2022

Columbus Area Convention & Visitors Bureau
% Visitor Improvement Fund Grants
753 33rd Ave.
Columbus, NE 68601

Dear Columbus Area Convention & Visitors Bureau:

On behalf of the Columbus Area Chamber of Commerce and our 750 members, I am pleased to write this letter in support of the application of the Van Berg Family Learning Center for funding from the Columbus Area Convention & Visitors Bureau's Visitor Improvement Fund.

The Columbus Area Chamber of Commerce serves as a leading advocate for business and community development in Columbus. At its 2022 Planning Session, attendees heavily discussed quality of life, and how our area's quality of life continues to attract new residents and visitors, while also encouraging those that have moved away to return to Columbus.

I can attest that many in our business community find great value in Van Berg. Several plant managers and small business owners have specifically stated the youth golf programming offered in Columbus has been one of the key reasons they continue to call Columbus home. This further illustrates the need to continue to invest in our youth sports programming, especially the youth golf programs.

Van Berg Golf Course continues to be an invaluable asset to Columbus and investing in the Van Berg Family Learning Center will further enhance the quality of life it provides for the Columbus community. We are confident that the Van Berg Family Learning Center is well situated to receive funding through the Visitor Improvement Fund and will use the funding to attract new visitors while also increasing the quality of life in the Columbus area. Thank you for your consideration.

Best,

A handwritten signature in black ink, appearing to read "Dawson Brunswick", written in a cursive style.

Dawson Brunswick, President



PGA

Nebraska Section

September 27, 2022

Mr. Jon Misfeldt
President
Columbus Golf Association
3965 Lost Creek Drive
Columbus, NE 68601

Mr. Misfeldt,

I am fully aware of your pursuit of the 2022 Columbus Area Convention and Visitors Bureau (CVB) Improvement Grant. I am thrilled to hear you're submitting the Van Berg Learning Center!

In 2022, the Van Berg Learning Center led by Brent McGrew, PGA was a recipient of one of our prestigious grants from PGA REACH Nebraska, the philanthropic arm of our PGA Members. As voted on unanimously by this Board, Van Berg Learning Center was recognized for their tremendous growth in player development programming. We have seen this similar reach with Lincoln's Ager Golf Course, the 2018 Nebraska PGA Facility of the Year. Like this facility in Lincoln, the Van Berg Learning Center is a welcoming facility designed to draw the interest of golfers 7 to 77 with the idea of providing a safe and fun learning environment. Spearheaded by PGA Professional Brent McGrew, this facility has made leaps and bounds in the past 24 months. It is my true belief that this facility can be a huge draw for not only the community in Columbus but surrounding areas as a beacon of learning the game of golf.

Thank you for your continued support for the game of golf!

David Honnens, PGA
CEO
Nebraska Section PGA

From: Dr. Travis Tessendorf [mailto:drt@tessendorfchiro.com]
Sent: Wednesday, October 06, 2021 11:52 AM
To: Assistant Pro
Subject: FW: Letter of support for Brent McGrew

Brent,

Just wanted you to know that we sent a letter to Ron Schilling at the city council on your behalf. Read below.

Thanks
Travis

From: Dr. Travis Tessendorf <drt@tessendorfchiro.com>
Sent: Wednesday, October 6, 2021 11:34 AM
To: Ron Schilling <rschilling@neb.rr.com>
Subject: Letter of support for Brent McGrew

Mr. Ron Schilling,

Because you are a member of the Columbus City Council, we wanted to share with you our gratitude and support for Brent McGrew who is one of the golf professionals at Quail Run Golf Course.

In the summer of 2020, we enrolled our 13 year old daughter Cambell for private lessons with Brent McGrew at Quail Run. She had only golfed a handful of times. After private lessons, Brent encouraged Cambell to enroll in the Columbus Youth Golf Program at Vanberg golf course. She signed up and had a wonderful experience. Not only did she meet some new friends, but it also improved her golf game. It was also during that summer that our son, Cooper, expressed an interest in golf. Because he is left-handed, clubs are hard to come by. Brent went out of his way to ensure that Cooper had clubs to rent, therefore allowing him to experience golf. Because of this, we have since purchased clubs for him and he continues to enjoy golfing. This summer (2021), our daughter again took part in the Columbus Youth Golf Program and private lessons with Brent. This was a very positive experience for her.

This past summer, Cambell decided to transfer to CHS. With Brent's encouragement, she tried out for and successfully made the CHS golf team. Her golf game has a long way to go, but the greatest win for us was that this allowed our daughter to compete and be a part of a team. Her newfound love of golf has also given her confidence and allowed her to connect with new students at a new school. Not only did she make the golf team at CHS, but she was recently selected to the student council at CHS. We attribute much of her confidence, success, and will to compete to Brent and his willingness and patience to work with her.

Because of the positivity and professionalism of Brent McGrew, both of our children will now be lifelong golfers. They both feel comfortable and welcomed because of the lessons they both learned from Brent.

Sincerely,

Travis and Abbie Tessendorf

Tyson and Jasper Owens
3356 Linden Drive
Columbus, NE 68601

September 22, 2022

Jon Misfeldt
President
Columbus Golf Association
3965 Lost Creek Drive
Columbus, NE 68601

Mr Misfeldt,

First of all I would like to thank you on behalf of our family for all you have done for public golf in Columbus through the CGA. I grew up playing VanBerg and QuailRun. To see our daughters falling in love with the game where I learned is very special to me.

I am writing you today in support of The CVB Grant application to further the development of the VanBerg Learning Center spearheaded by Head Teaching Pro Brent McGrew. Or as my daughters call him, "Coach B".

I pick up my girls from various activities throughout the year. They have the biggest smile on their faces when I pick them up after golf with Coach B. They can't wait to tell me about all the fun they had. The positive influence of Brent McGrew on the lives of my daughters and other children in the community is immeasurable. He not only helps with the fundamentals of the game but with building character and growth. Brent teaches respect for the game, respect for each other and respect for the course. Knowledge, experience, skill, patience, and passion are all qualities of Brent. He promotes fair play, integrity, mental strength, and physical fitness.

I believe it is in our best interest as a community to give the proper attention and funding to the VanBerg Learning center. In the original mission statement of the CGA it states, "Promote and Enhance Public Golf in Columbus". In my opinion nothing would fit better than the improvement of the VanBerg Family Learning Center. I view the VanBerg Learning Center and Coach B as a true asset to this community.

Sincerely,



Tyson and Jasper Owens

September 19, 2022

To Whom It May Concern:

I am pleased to write a letter in support of Brent McGrew and the Van Berg Family Learning Center. During the summer of 2022, my 10-year-old son and 8-year-old daughter participated in the PGA Jr. Golf program at Van Berg, as well as the PGA Jr. Golf League. This program exceeded all expectations. My son loved golf prior to this summer, but the experience improved his skillset with excellent instruction and a training program that was geared toward children. Whereas, my daughter started this summer lacking confidence around golf. She ended the summer eager, excited and confident. Both kids were well-prepared and excited to compete in the City Championships.

Perhaps most importantly, my kids learned about sportsmanship and golf etiquette which are both important traits for their future. The program also encouraged my kids to build new friendships. They are excited to be part of the program again next year.

I appreciate the commitment of time and money that has been invested in the Columbus Youth Golf program at Van Berg. My children are certainly beneficiaries.

Sincerely,

A handwritten signature in black ink, appearing to read "Sarah S. Pillen", with a stylized flourish extending to the right.

Sarah S. Pillen

Statement from the Descendants of MH and Viola Van Berg
Regarding the Van Berg Park & Golf Course

October 19, 2020

In 1969 our grandfather, M.H. Van Berg, negotiated an agreement with the leaders of the City of Columbus at the time. He purchased, then deeded to the City, the former Wayside Country Club. Columbus city leaders voluntarily agreed to the conditions of this gift, which included the commitment that the City would “use said real estate for golf course purposes or park purposes or either or both of such purposes.”

City leaders also agreed that if the City “fails or ceases to use the real estate for the purposes herein provided,” then “the title and right to possession of the real estate herein deeded shall revert to” Mr. and Mrs. Van Berg or their heirs.

We have asked Ric Karlin, one of the approximately 100 living direct descendants of MH and Viola Van Berg, to express to the Mayor and City Council our strongly held position that the City honor its commitment and reaffirm that it will maintain the land as a golf course. Our highest priority is that we remember, honor, and work hard to maintain our ancestors’ clear wishes, intent and generosity.

COLUMBUS GOLF ASSOCIATION

3965 Lost Creek Drive
Columbus, NE 68601

February 17, 2022

Mayor Jim Bulkley
2424 14th St.
P.O. Box 1677
Columbus, NE 68602

Dear Mayor Bulkley:

We are Directors of the Columbus Golf Association (“CGA”), a nonprofit organization formed in the aftermath of the flood that damaged the Quail Run Golf Course in 2019. We are contacting you in support of Brent McGrew, the Head PGA Teaching Professional at Quail Run and Van Berg Golf Courses. We are hopeful that the following information will help demonstrate Brent’s value to the community. As a part of this effort, we also wanted to provide you an update regarding the development of the Van Berg Family Learning Center, which Brent has spearheaded.

We have all known Brent well since he arrived in Columbus in 2006 and have nothing but positive things to say regarding his qualities as a person, teacher, and golf course/event manager. The enclosed testimonial submitted by Travis & Abbie Tessendorf regarding Brent’s positive impact on their two teenagers echoes the feelings of many in the community.

Brent is smart, resourceful, friendly, and he works well with people of all ages and backgrounds. His ability to coordinate and conduct golf events in a well-organized and fun manner amazes us.

Brent has impressive qualities in terms of work ethic, commitment, and initiative. His 75-member youth program at Quail Run & Van Berg spanned eight weeks in 2020, and he worked over 50 hours per week during that period – this work was in addition to his many other commitments at Quail Run and Van Berg. Brent’s youth program, designed to accommodate COVID-19 concerns, involved over 70 individual half-hour lessons per week in 2020, together with a “Play Day” two times weekly. These efforts helped Brent receive the U.S. Kids Golf Top 50 Teacher award for 2020 (see enclosed 2020 press release).

As you know, part of the CGA’s mission is to continue to demonstrate the value of the 9-hole Van Berg Golf Course to the community. As a part of this mission, Brent convinced the CGA to work with City of Columbus officials to convert Van Berg to a learning center for youths and beginning golfers. In this regard, and as a refresher, we are enclosing the one-page mission statement for the Van Berg Family Learning Center (“VBFLC”) prepared by Brent that the CGA formally presented to you and the City Council in October of 2020.

Brent’s efforts regarding the VBFLC illustrate his leadership and organizational/fundraising abilities. Immediately after the aforementioned October 2020 City Council meeting, he obtained signage funding in the total amount of \$1,900 from Duo Lift Manufacturing (\$1,000) and the CGA (\$900) to establish a graduated tee-box format to accommodate youths and beginners, and he implemented several other initiatives in 2021 including marketing and work force assembly to launch the VBFLC by early June of last year. As a part of this VBFLC launch, Brent coordinated the following youth programs/events in 2021 (these programs are also highlighted in the enclosed Telegram article written by Nate Tenopir entitled “Rebirth at Van Berg”):

1. "Clubs for Kids" program sponsored by The Columbus Motor Company (flyer enclosed - \$1,500 donation).
2. "Race to the Optimist Cup" for teenagers 13 - 18 sponsored by the Optimist Club, which started with a weekly 9-hole event at the VBFLC on 6/8/2021 and ended with an 18-hole event held 7/27 (flyer and Columbus Telegram article attached – 22 participants). Brent worked with City Councilman Ron Schilling, an Optimist Club member, in securing a \$3,500 donation for this program in 2021.
3. 12U program at the VBFLC sponsored by Nelnet & ALLO that began on 6/9/2021 and ran three days per week to the end of July (see enclosed flyer). Brent's goal is to have approximately 80 boys & girls in this 12U program each year – 82 participated in 2021. Brent worked with Tom Freimuth, a local attorney who is an 18-year Board Member of Nelnet subsidiary Nelnet Education Loan Funding, Inc., in securing a \$2,500 donation for the 12U program in 2021. As you know, Nelnet and ALLO are large Nebraska-based employers that began doing business in Columbus in 2021 – Nelnet owns a large share of ALLO.
4. "Teen Academy" held at Quail Run for 22 participants that ran for four weeks sponsored by the Sertoma Club (flyer enclosed – Brent plans to run the Teen Academy at the VBFLC this year provided that Quail Run returns to use as an 18-hole venue by June). Brent worked with City Councilman Rich Jablonski, a Sertoma Club member, in securing a \$500 donation for this program in 2021.
5. City Championship for youths held at Van Berg in late July had 105 participants. Brent obtained a \$630 donation from Hy-Vee for this event.

The VBFLC efforts summarized above helped Brent receive the U.S. Kids Golf Top 50 Teacher award for 2021 (see enclosed 2021 press release) – thus, he is a repeat honoree! This recognition, together with his reputation in helping Head PGA Professional Doug Dunbar successfully host several Nebraska State Boys & Girls State Golf Tournaments at Quail Run prior to the 2019 flood, convinced the Cornhusker State Games organizers to coordinate with Brent to host golf events in Columbus this summer and beyond. In addition to this achievement in terms of stimulating the local economy, Brent's future Learning Center vision is to bring people to Columbus via events and tournaments sponsored by various organizations including U.S. Kids Golf, Nebraska Junior Golf Tour, Drive Pitch and Putt, and PGA Junior League.

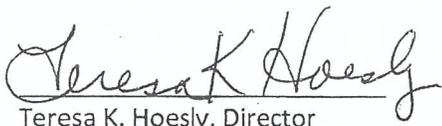
Brent's popularity and connections in Columbus help him effectively promote golf at both Quail Run and the VBFLC. In this regard, we also note that Mr. Dunbar's monthly golf reports submitted to the City show that he and Brent have significantly increased revenue, rounds and events at both Quail Run and Van Berg since their arrival in Columbus in 2006.

Brent and the CGA understand that Columbus municipal golf operates at a deficit, and we fully understand that City officials have a duty to taxpayers to minimize if not eliminate this deficit. That said, we believe it is important to note that Mr. Dunbar and Brent have no control over golf course maintenance and improvements -- a significant portion of Quail Run and Van Berg operations in terms of expense.

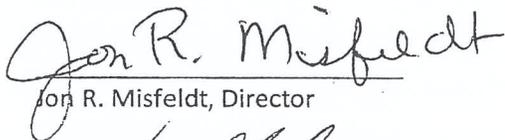
Brent is a Columbus homeowner and wants to continue his work in Columbus as a Head Teaching Professional. We encourage you and other City of Columbus officials to meet Brent to learn more about his value to the community and his plans for the future of the Van Berg Family Learning Center.

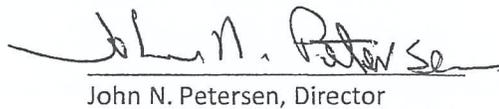
Thank you for your attention to this matter. Please contact the CGA's President, Jon Misfeldt, at 402.276.0850 or misfeldtj@discovers.org, if you have any questions or comments.

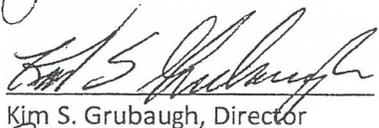
Sincerely,

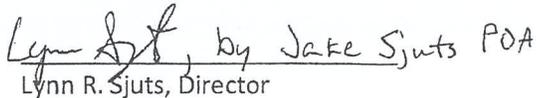

Teresa K. Hoesly, Director

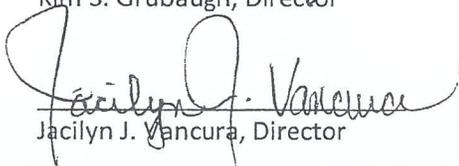

Charles R. Jensen, Director

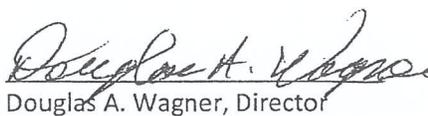

Jon R. Misfeldt, Director


John N. Petersen, Director


Kim S. Grubaugh, Director

 by Jake Sjuts POA
Lynn R. Sjuts, Director


Jacilyn J. Vancura, Director


Douglas A. Wagner, Director

- CC: Columbus City Council (via email w/ enclosures as attachments)
Parks Board (via email w/ enclosures as attachments)
Mr. Dwayne Smith
Ms. Tara Vasicek, City Administrator (via email w/ enclosures as attachments)
Mr. Doug Moore, Public Property Director (via email w/ enclosures as attachments)

October 2020

Columbus City Council:

I have been involved in the boys and girls golf programs at Lakeview High School for over 20 years. It has been my privilege to use Van Berg Golf Course as an individual and as a golf coach.

It is the best venue for kids and adults in their learning process. As their game matures they use and enjoy Van Berg for many, many years. Van Berg is truly a learning course, and as such, is beneficial to the people of Columbus. We can continue to accomplish this by keeping the Van Berg Golf Course available.

The focus of a 9 hole golf course is that it can benefit the two 18 hole courses in Columbus. That has been tested and proven by the handling of overflow golfers while our 18 hole public course was limited by the devastating flood of 2018.

As a municipal 9 hole golf course, Van Berg makes the game of golf affordable to serve the people of Columbus. We at Van Berg will continue to provide golf availability to players of all ages and abilities. Let Van Berg continue to do what it has accomplished since it was established.

Sincerely,

Sandy Harrison

To: Columbus City Council

Over the years, Van Berg Golf Course has provided me with many memories with family, friends, teammates, and coaches. Growing up in Columbus, I was given the opportunity to enjoy 4 fantastic, yet unique golf courses that each provided me with different learning experiences surround the game of golf. I spent a lot of time as a youth golfer at Country Shadows and Van Berg playing daily with my friends. Without Country Shadows being available anymore, Van Berg provides the best opportunity for the youth of Columbus as well as beginning players to develop their skills and love for the game.

As a high school golfer, we spent many days at Van Berg playing and practicing due to the leagues that took place at Quail Run. Also, on weekends, Quail Run hosted numerous outings, so my teammates and I would head to Van Berg to make sure that we had the opportunity to practice even when Quail Run was unavailable. After playing golf collegiately and coaching golf now, I have heard so many stories about kids not being able to practice on weekends due to outings and events taking over their home courses. Columbus is spoiled to have a 2nd public option that kids can use to develop their skills.

I fully support the vision that that has been put in place by the Columbus Golf Association to create a place where not only youth, but adults, can learn the game of golf. Van Berg can provide an affordable option for residents of the City of Columbus and surrounding areas to grow the game of golf.

Brady Vancura

To: Columbus City Council

Van Berg Golf Course is an important part of the city of Columbus. Countless families, and youth, have been able to enjoy the use of the facility. During the spring golf season, the Scotus golf team frequents Van Berg. If Van Berg were to close, we would not be able to practice on days when Quail Run has an evening league. The youth in this community need this course. I support the Columbus Golf Association in their vision to help grow the game of golf in our city. By using Van Berg as a golf learning center, the game of golf would continue to grow in Columbus and continue to provide the youth in our community a safe and enjoyable activity.

Tyler Swanson
Scotus Central Catholic
Boys Golf Coach

FORE! All Golf Academy

| Revenue Report | | 2021 | 2022 | 2023 | 2024 | | | | |
|-------------------------------------------|----------------------------------------------------|----------|----------|----------|----------|------|----------|------|----------|
| Categories | Sub Categories | | | | | | | | |
| Junior Programs - Participants/Fees | ALLO - US Kids Summer Golf Program (2024 Day Camp) | \$82 | \$10,075 | \$86 | \$10,930 | \$83 | \$11,540 | \$98 | \$13,284 |
| Junior Programs - Participants/Fees | Birdie Basics (Age 3 to 6) | | | \$10 | \$1,100 | \$12 | \$1,440 | \$8 | \$775 |
| Junior Programs | Clubs for Kids Program | Sponsor | \$1,500 | | | | \$2,400 | | \$2,080 |
| Junior Programs - Participants/Fees | Teen Academy | \$22 | \$1,760 | \$28 | \$4,870 | \$12 | \$1,200 | \$8 | \$880 |
| Adult Programs - Participants/Fees | Get Golf Ready | \$6 | | | | \$6 | \$750 | \$22 | \$3,190 |
| Private Instruction - Participants/Fees | Private Instruction | \$22 | \$1,320 | | | \$56 | \$6,125 | \$93 | \$9,250 |
| Tournaments & Leagues - Participants/Fees | Race to Optimist Cup | | | | | | | | |
| Tournaments & Leagues - Participants/Fees | PGA Junior League | | | \$8 | \$405 | | | | |
| Tournaments & Leagues - Participants/Fees | Cornhusker State GAMES | | | \$67 | \$450 | \$43 | \$0 | \$47 | \$0 |
| Tournaments & Leagues - Participants/Fees | City Championship | \$105 | \$4,200 | \$78 | \$3,700 | \$67 | \$2,680 | \$74 | \$2,220 |
| Loans / Banking | Personal Loan Brent to Fore (2022) | | | | \$1,000 | | | | |
| Loans / Banking | Personal Loan Brent to Fore (2024) | | | | | | \$4,300 | | \$3,000 |
| Loans / Banking | Golf Shop at QR purchase of club program | | | | | | \$400 | | |
| Sponsorship | Tournament Hole Sponsors | | | \$22 | \$2,200 | | | | \$400 |
| Sponsorship | ALLO ...US Kids Title Sponsorship | | \$2,500 | | \$2,500 | | \$2,500 | | \$2,500 |
| Sponsorship | Teen Academy Sponsor | | \$500 | | | | | | |
| Sponsorship | Race to Optimist Cup | | \$3,500 | | | | | | |
| | | \$2,021 | \$2,022 | \$2,023 | \$2,024 | | | | |
| TOTAL REVENUE | | \$25,355 | \$30,655 | \$33,335 | \$37,579 | | | | |

FORE! ALL Golf Academy

| Expense Report | | | | | |
|--------------------------------|----------------------------------------------------------------------|-------------------------|-----------------|-----------------|-----------------|
| Categories | Sub Categories | 2021 | 2022 | 2023 | 2024 |
| Payroll | Payroll - Hourly Instruction | \$3,665.00 | \$9,607.50 | \$6,450.00 | \$7,425.00 |
| Payroll | Payroll - Individual Instruction Lead Instructor Private Instruction | | | \$6,125.00 | \$9,150.00 |
| Payroll | Payroll - Individual Instruction Lead Instructor Adult Classes | | | \$500.00 | \$1,200.00 |
| Payroll | Payroll - Individual Instruction Lead Instructor Junior Program | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| Prizes, Awards, Gifts | Points Awards Program | | | | \$2,500.00 |
| Prizes, Awards, Gifts | Prizes and Gifts | \$4,747.76 | \$3,760.13 | \$2,838.00 | |
| Prizes, Awards, Gifts | Race to Optimist Cup Prizes | \$3,500.00 | \$3,500.00 | | |
| Prizes, Awards, Gifts | Cornhusker State Games Prize | | \$1,800.00 | | |
| Prizes, Awards, Gifts | City Champ Awards | \$400.00 | \$400.00 | \$90.00 | \$140.00 |
| Prizes, Awards, Gifts | Youth On Course (YOC) Card | \$850.00 | \$220.00 | | |
| Prizes, Awards, Gifts | Tee Shirts and Towels | | \$1,878.25 | \$1,567.24 | \$1,087.24 |
| Food and Drink | Day Camp Food | | | | \$3,471.24 |
| Food and Drink | Teen Academy Food | | | | \$647.68 |
| Food and Drink | Snacks and Water | | \$587.50 | \$643.24 | |
| Tournament Fees | City Championship Entry Paid | \$2,020.00 | \$1,620.00 | \$840.00 | |
| Tournament Fees | City Championship Course Rental | \$3,800.00 | \$2,600.00 | \$2,600.00 | \$1,440.00 |
| Loans and Banking | Payment of Loan Payment Brent \$1000 (2022) | | | \$500.00 | |
| Loans / Banking | Payment of Golf Shop at QR purchase of club program \$4300 (2023) | | | \$300.00 | \$330.00 |
| Computer & Software | Zen Planner | | | \$571.77 | \$451.77 |
| Computer & Software | Quick Books | | | \$360.00 | \$360.00 |
| Certification and Program Fees | US Kids Renewal Fee | | \$145.00 | \$145.00 | \$145.00 |
| Certification and Program Fees | Birdie Basics Program Fee | | \$1,100.00 | \$350.00 | \$350.00 |
| Certification and Program Fees | PGA Dues | | | \$680.00 | |
| Training Aids and Equipment | Training Aids | \$3,137.14 | \$1,299.02 | \$898.74 | \$543.21 |
| Training Aids and Equipment | Launch Monitor | | | \$550.00 | |
| Marketing and Advertising | Social Media | | \$70.00 | \$125.00 | \$125.00 |
| Marketing and Advertising | Paper Copies | | \$200.00 | \$250.00 | \$250.00 |
| Marketing and Advertising | Radio and Newspaper | | | \$150.00 | \$150.00 |
| Club Program | Club for Kids | | | \$1,878.24 | \$2,135.00 |
| Processing Fee | PCI Compliance | | | \$1,850.00 | |
| Processing Fee | Credit Card Processing Fee | | | \$487.25 | \$526.03 |
| Business Fees | LLC Fees | | | \$500.00 | |
| Insurance | Insurance | | | | \$2,700.00 |
| | | 2021 | 2022 | 2023 | 2024 |
| Total Expense | | \$23,619.90 | \$30,287.40 | \$32,749.48 | \$36,627.17 |
| Total Income | | \$25,355.00 | \$30,655.00 | \$33,335.00 | \$37,579.00 |
| +/- | | \$1,735.10 | \$367.60 | \$585.52 | \$951.83 |
| | | Acct balance \$3,640.05 | | | |

December 10, 2018

Nebraska PGA Special
Awards Selection
Committee

2018 FACILITY OF THE YEAR

Special Awards Selection Committee
610 J Street, Suite 10
Lincoln, Nebraska 68508

Special Awards Selection Committee Members -

First and foremost I would like to thank you for your time and consideration. Secondly, lets discuss the elephant in the room....Ager Golf Course & Learning Center as the 2018 Facility of the Year? I know when I think of the Nebraska PGA Facility of the Year I think of pristine fairways and big time events hosted at the clubs. I think of first-class golf experiences that set some of our private courses apart from the others. But when reviewing the criteria for the Nebraska PGA Facility of the Year Award I truly felt like no other facility deserves it more for 2018 than Ager Golf Course & Learning Center.

The criteria for the Facility of the Year Award as listed by the Nebraska PGA Section Selection Committee Form is:

1. Promotion and growth of the game
2. Innovative approach to changes within the industry
3. Provide exceptional service to customers regularly
4. Facilities involvement in local charitable causes within the community
5. Recognized as an outstanding facility among the ranks of the PGA membership
6. Service to the Section and the Association

I also feel Ager Golf & Learning Center is the perfect representative for 2018 for the Nebraska PGA's Facility of the Year. In a time when rounds are down and those outside of golf are questioning golf sustainability, Ager Golf & Learning Center has grown in participation and creating future golfers which will protect golf's long-term sustainability. Moreover Ager is a resource to the Nebraska PGA Section and it's facilities. It is a home to all those looking to discover golf. You don't decide to pick up golf by joining a country club....You give it a try at Ager, take one of our golf classes or get introduced through your membership with the YMCA and their partnership with Ager Golf & Learning Center. By working hard and smart we've created more golfers today and secured the next generation of golfers benefiting all golf courses in our PGA Section.

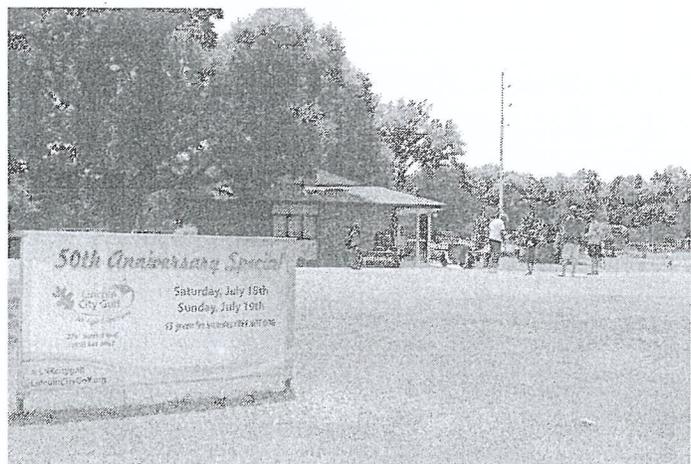
In this packet I am going to highlight each of these key areas and how Ager Golf Course & Learning Center is the right fit to receive this award for 2018. Hopefully I can get you on "Team Ager" to show the community that the Nebraska PGA Section values what learning courses provide the public!

Thank you once again for your consideration.

Respectfully,



Joe Canny, PGA
Player Development Supervisor
Ager Golf Course Head Golf Professional
Lincoln City Golf



“At Ager Golf & Learning Center we believe golf is about time enjoyed with friends, family and more. Golf provides us time outdoors, exercise and a skill we can always improve upon. Here at Ager, our team provides friendly service, a safe family environment, expert instruction and golf opportunities for all ages and golfers of ANY ability”



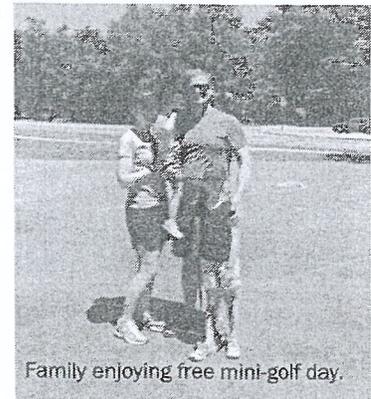
PROMOTION AND GROWTH OF THE GAME

The purpose of Ager Golf Course & Learning Center is golfer development and the promotion of the game. Our entire business model is to attract new golfers and reactivate former golfers into our game for the long term success of our industry. We teach thousands of golfers per year who graduate not only to playing here but buying private and public golf memberships, purchasing merchandise from off-course retailers and making golf part of their identity. Some 2018 highlights include:

- 127 Adult Get Golf Ready students (+29% over 2017 & +131% over 2016)
- 968 youth activated in a Ager Camp or League (+9% over 2017 & +122% over 2016)
- 63 multi-week youth programs offered
- 17,784 rounds played (+9% over 2017 with 2018 having more days closed)
 - Rounds shy of 12,000 just four years ago
- Over \$40,000 in instructional revenue in Ager programs alone (+24% over 2017 & +77% over 2016)
- 1,659 FORE! Rounds Played (Most of any facility in FORE! Program)
- Over 100 youth golf sets sold (Have to use them somewhere)
- Students receive membership cards, loyalty cards and other retention tactics allowing Ager to track our students.
- Volunteer instruction for Nebraska PGA Reach, Boys & Girls Club, Lincoln Public Schools, Lincoln Community Recreation Centers, Lighthouse, Big Brothers Big Sisters, Streets Alive, YMCA After School Care, GCBA , Girls in Sports & Fitness and more

A few best practices to grow the game we are particularly proud of include:

- To drive youth rounds I partnered with Union Bank to do a health & wellness chart. Kids tracked rounds played and calories burned all season to win prizes including 6 ClicGear carts for kids who played over 50 rounds. Over 1,000 rounds tracked on the fitness board.
- In winter months we teach golf at the YMCA Fun Days & Lincoln Public School PLC Days which are days school is out and they do full-day care. We teach each age division and then are able to send the kids home with our full schedule of classes at Ager.
- Each month we host a Free Mini-Golf Day where families can come play mini-golf we set up on our practice green. It's a fun and affordable family activity and we are able to promote our adult, family and youth golf programs when they check-in for their putters and balls.



INNOVATIVE APPROACHES

At Ager Golf our biggest limitation is funding. We provide great, affordable golf and programming while being completely self-funded and not taking any tax dollars. In order to deliver a great course and great golf programs we have to get creative and one way we did that in 2018 was through strategic partnerships.

- We created a partnership with the University of Nebraska to create the nations first and only Superintendent Internship program where the intern and university have complete control of the maintenance plan. This improved overall course conditions, allowed us to reseed all fairways with a new hybrid bentgrass, led to over \$100,000 in product/equipment donations from companies and the university and saves Ager over \$60,000 in salary/benefits
- We partnered with local companies to support youth programming at Ager which allowed us to hire additional PGA Golf Management instructors, improve the clubhouse and purchase new & better golf equipment. Highlight of the sponsorships is with U-STOP who is sponsoring youth camps through a donation of \$50,000 over the next 5 years.

PROVIDE EXCEPTIONAL SERVICE

Participation and retention are the best indicators if people are happy with service and with rounds up near 18,000 after hovering around 12,000 for years, program participation increasing in all ages/genders and being the number one FORE! facility in Nebraska I feel excellent about the service we are providing. Our management, hourly staff, maintenance and golfers are a family and you get that vibe the second you walk into our golf shop. We may be a 9-hole par 3 course with foot golf but we treat our golfers like members at any country club and our results show that!

For more measurable statistics Lincoln City Golf surveys its' golfers annually to make sure we are providing the best in customer service.. Ager received record participation with extremely high marks and great comments. Below are some of the comments from that survey:

- *Ager is hopping with activity and getting a lot of kids involved. A lot of energy and good staff has been brought. The changes have been a positive impact!*
- *Amazing improvements. The golf shop and course conditions compared to prior management have noticeable improvements.*

Social media reviews also 100% positive!

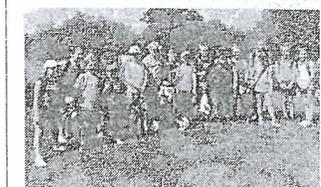
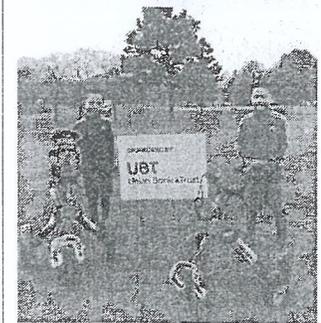
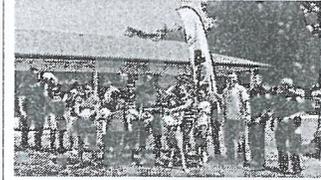
Where I was most proud was lack of negative comments. Only one negative comment about Ager came from the City of Lincoln's survey and it was a youth asking us to bring back a candy my supplier no longer sells. I went to Sam's Club and got them for him anyway :)

FACILITY INVOLVEMENT IN LOCAL CHARITABLE CAUSES

Ager Golf takes great pride in serving the Lincoln and surrounding communities. As a municipal golf course we want to be available and affordable to all who make up our community and become an institution people associate with goodwill and openness. Community programs we are involved in include:

- Partner with AMCON Distributing to provide 524 free meals to kids in need participating in our charitable golf programs.
- Golf Course Builders Association Sticks for Kids
 - Three free clinics and golf days each year for local youth charitable organizations
 - Partner with Lincoln Police Dept to help them create relationships with kids in the neighborhoods they service. 6-10 police attended our programs to play with kids
- Home for Lincoln Boys & Girls Club Golf Club
 - 2 five-week golf camps, bi-weekly summer league annually plus 2 Healthy Kids Days
 - All Free
- Home course for Special Olympics of Nebraska Golf Team
 - Provide equipment, course and instruction
- Host Madonna Rehabilitation patients in golf programs to aid rehab
- Host for Nebraska PGA Reach's YMCA PGA Sports Academy
- Free instruction at YMCA Healthy Kids Days and YMCA Fun Days
- Free mini-golf days for daycares and families
- Host Lincoln Public School Physical Education classes
- Teach after-school and out of school golf programs for YMCA & Lincoln Public Schools
- Participate in Streets Alive across Lincoln
 - Community days hosted at Lincoln Parks where we teach and promote golf
- Free golf instruction, golf rounds and footgolf rounds annually for Lincoln Recreation Centers, Lighthouse, Big Brothers Big Sisters and more childcare programs
- Conduct fundraising tournaments for Sammy's Superheroes & YMCA Strong Kids Campaign raising money for Childhood Cancer Research and Youth Sports Scholarships respectively
- Started ACES FOR AGER with Lincoln Parks Foundation to scholarship kids in golf programs, purchase memberships for kids in need, host above charitable golf clinics and pay to deliver first class golf programming for free or deep discounts

Few Images from Our Community Events





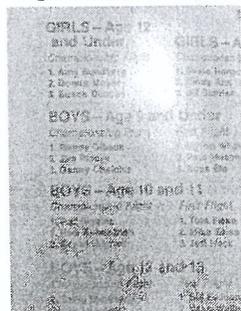
Mike Schuchart, PGA accepting the 1973 Jim Ager Memorial Championship Trophy for the Boys 12-13 Division



Scott Carlson, PGA as a youth posing after getting a hole in one on hole #3 at Jim Ager Junior Golf Course



Clay Anderson, PGA at Ager Championship



Proof Bryan Hughett, PGA doesn't win every tournament at he took 3rd at Ager in 1977

RECOGNIZED AS AN OUTSTANDING FACILITY AMONG PGA MEMBERSHIP

Ager Golf Course & Learning Center has a special place in the hearts of PGA Members across the Nebraska PGA Section. PGA Professionals from Lincoln and the surrounding areas take time to aid in our YMCA Golf Camps, Charitable Golf Programs and more. In 2018 we worked with PGA Professionals from The Country Club of Lincoln, UNL PGA Golf Management, Woodland Hills, Wilderness Ridge, Hidden Valley and more in our instructional camps and events hosted at Ager.

Another area where we feel great pride is that PGA Professionals from across Nebraska trust us with their family members. This year we hosted over 10 PGA Professional's children or loved ones in Get Golf Ready or Junior Camps, 5 more in private lessons and countless more in our leagues and events.

Lastly when considering Ager and how it ranks among PGA Professionals I like to think of all those PGA Professionals who learned the game of golf or participated in Ager programs as youth. Current Nebraska PGA Professionals who took part in Ager Junior Golf and had Ager as their summer home away from home include Scott Carlson, Scott Wiehe, Mike Schuchart, David Honnens, Cory Fletcher, Clay Anderson, Bryan Hughett and more. (Included photos of a few PGA Professionals in their youth on the left)

If you ever want to take a trip down memory lane in the Nebraska PGA Section visit Ager's Golf Shop as we have yearbooks dating back to 1965 on display.

SERVICE TO THE SECTION AND ASSOCIATION

We don't say no to our PGA Section Office here at Ager Golf Course & Learning Center. Below is a list of the Nebraska PGA Programs we have hosted and been actively involved in for 2018 along with some other golf industry activations we've hosted:

- Nebraska Junior PGA Championship (12 & Under) - Every year since 2013
- Nebraska PGA Reach
 - Boys & Girls Club PGA Sports Academy Host & Instructor
 - YMCA PGA Sports Academy Host & Instructor
 - 2018 PGA Reach Scholarship Recipient
 - Used to create a summer retention program for graduates of Nebraska PGA Reach's Boys & Girls Club Program
 - 2019 PGA HOPE Host
- Nebraska Junior Golf Tour
 - NJGT Stroke Play Event
 - NJGT TEAM GOLF Event— Sold Out Triple Shotgun
 - Close course down all day for TEAM GOLF
 - NJGT TEAM GOLF—Administratively run 6 teams and coach 2 of them
- Other Golf Industry Initiatives
 - Nebraska Golf Foundation FORE! Program—1,659 Rounds (broke our own record)
 - Cornhusker State Games
 - Youth Footgolf, Youth Scramble and Youth Stroke Play
 - Golf Course Builders Association Sticks for Kids host course
 - Best practices from our events shared in their Annual Report
 - Lincoln Municipal Golf Association Parent-Child Championship Host

Rebirth at Van Berg

McGrew, CGA transforming Van Berg into course for youth/beginners

NATE TENOPIR
The Columbus Telegram

In the long run, it may be a blessing in disguise.

Brent McGrew, the head PGA professional for Quail Run and Van Berg golf courses, has had more time on his hands the last two summers. Following the flood of 2019 and subsequent redesign of Quail Run into a temporary nine-hole course, there's less on his plate.

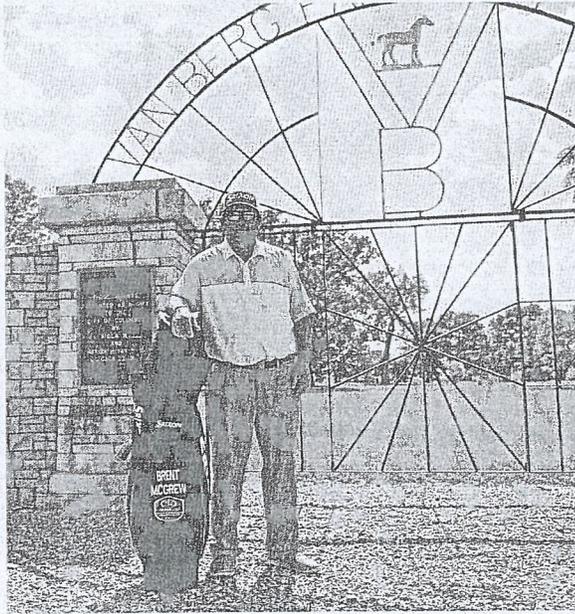
Of course, he'd rather be busy with 27 holes to look after. But in the meantime, McGrew and the Columbus Golf Association have developed a plan for the future of Van Berg and how it can serve the needs of the community as a place for youth, beginners and seniors.

McGrew began to roll out that plan with the Teen Golf Academy that opened Friday, one of three youth programs beginning over the next few weeks.

Since a presentation was made to the Columbus City Council last October about the potential at Van Berg, the facility has been renamed the Van Berg Family Learning Center (VBFLC). At that presentation, the city council and Mayor Jim Bulkley agreed to reevaluate the need for Van Berg following repairs at Quail Run and with enough time taken to realize the impact of the VBFLC.

Quail won't be operational again as an 18-hole course until next year. The VBFLC is leaving the harbor for its maiden voyage this summer.

"I always felt like there's a use for Van Berg. Being busy and running two golf courses, there wasn't always time for things like this. Now that I'm down to nine and nine, I can dedicate some time towards that," McGrew said. "...It's something I've always wanted to do. The need to do it, the need to show the purpose for Van Berg to be open and that it could be a positive for the community is



NATE TENOPIR, THE COLUMBUS TELEGRAM

Quail Run/Van Berg head PGA professional Brent McGrew takes a photo with his U.S. Kids Golf bag earlier this week at Van Berg Golf Course. McGrew and the Van Berg Family Learning Center are rolling out several youth and beginners programs this summer.

something I've always wanted to be a part of."

McGrew was recognized as a top 50 kids coach by U.S. Kids Golf earlier this year, thanks in large part to his efforts last summer. McGrew's junior golf program adjusted for the pandemic and turned it into a program more focused on individual time together.

He figured 30 to 40 kids would sign up. McGrew had 75 and saw tremendous improvement from start to finish.

"I really appreciate it. I haven't won a whole lot of awards. But to be honest, the award was those kids getting a lot better last year," he said. "That's the thing I like more than anything, but it's nice to be recognized for that."

That kind of response and more threats on the future of Van Berg had McGrew and the Columbus Golf

Association (CGA) seeking ways to demonstrate the value of the course.

In Lincoln, the Ager Learning Center was recognized as the Nebraska PGA Facility of the Year in 2018 for its efforts in growing and teaching the game of golf. The VBFLC was envisioned as taking a similar approach with similar programs.

In Columbus, the first summer of the VBFLC includes a Teen Academy, U.S. Kids Golf Columbus Summer Golf Program and the Race for the Optimist Cup.

The Teen Academy is held each Friday in June for players age 13-17 for two hours in the morning and followed by a round of golf afterward. In addition to the instruction players receive during the clinic, the program includes a one-hour one-on-one teaching lesson with McGrew and the Youth on Course (YOC) card. The YOC allows players

to have a round at Quail Run and Van Berg for just \$5. Other courses with reduced rates are listed as well.

The U.S. Kids Golf Columbus Summer Golf Program is for players 12 and under. The program opens Wednesday and runs through July 28 with training on Wednesdays and two-player scrambles on Thursdays.

The \$145 fee (\$75 for each additional sibling) will introduce new players to the game in a way that makes it fun to continue learning. For example, rather than teeing off on the normal tee boxes at Van Berg, a short driving range is being built to help players gauge their abilities.

Wherever they hit it on the range consistently will correspond with a number displayed at that distance. That number will have its own tee box at various spots on each hole to encourage a two-shot maximum approach to the green.

"It gives them a chance to score. A lot of kids and beginners, when they're starting, by the time you get to the important part of the game, they've given up," McGrew said. "They haven't learned how to chip or putt. Now, they'll be driving the ball down there a lot closer to the green. They'll get down around the green in two and have a chance to score."

The program is filling fast and only has room for 27 in each age group.

"When you keep on scoring, the game is fun. You lose interest when the scores start going up," McGrew said. "It's hard to see improvement unless you're seeing improvement around the green - you're chipping and putting and learning how to score."

The race for the Optimist Cup is for players 13-18 consisting of weekly play that earns points for various age groups. The players compete every Tuesday for nine holes starting next week for six Tuesdays. There are also three other dates as part of the city championship that are 18-hole events and earn the players double the points.

At the conclusion of the program, the top players in each age group win

a fitted Callaway Epic Driver. Other prizes include a fitted putter, fitted wedge, a dozen balls and a Callaway glove.

McGrew will be starting a beginners program later this summer and next summer hopes to have leagues for families and couples.

Those interested in the program can reach him by email at bmcgrew@pga.com or by phone at 402-564-1313.

"I want to make it comfortable for kids to come out, their parents to drop them off and come out and play golf," McGrew said. "What I miss seeing is, when I drive around town there aren't any kids out on their bikes riding around. Why aren't there any kids on the basketball court? Why isn't there anybody over there on the tennis court?"

Van Berg has been under threat of closure before. In 1991, Columbus residents voted on the Van Berg Preservation Measure and approved the maintenance of the course as is. Once Quail Run opened that same year, a consultant reported back to the city council that Columbus couldn't support 27 holes of public golf.

However, following a public petition and vote of 4,413 to 525 on the measure, Van Berg reopened shortly after. Since then, more than one City Administrator has floated the idea of closure. There is a clause in the contract for the land that was donated by the family of Marion Van Berg. But some city administrators have indicated they had found ways around that clause.

The Columbus Golf Association began its initial stages of creation following the damage at Quail Run in 2019. Initially, the purpose was to find ways to aid the cleanup and repair process along.

When more ideas were mentioned about eliminating Van Berg following the reopening of Quail Run at 18 holes, McGrew and the CGA stepped in.

Nate Tenopir is the sports editor of The Columbus Telegram.

Reach him via email at sports@columbustelegram.com.

Inaugural Optimist champs crowned

Schneider, Kitt complete championship runs in first summer of event

NATE TENOPIR
The Columbus Telegram

Editor's note: This story first published in the July 29, 2021, edition of The Columbus Telegram. Do you enjoy staying up-to-date about local happenings and would prefer to get your news sooner than later? Do your part and help support community journalism by supporting the journalists who also call Nebraska home. Get a digital subscription for cheap by visiting <https://bit.ly/3vO8TR7>. Don't wait!

The two names that have had a stranglehold over the first summer of the Race for the Optimist Cup finally reached the finish line on Tuesday.

Kurt Schneider and Hannah Kitt, as they've done since early June, continued to win and made history as the first champions in the history of the event.

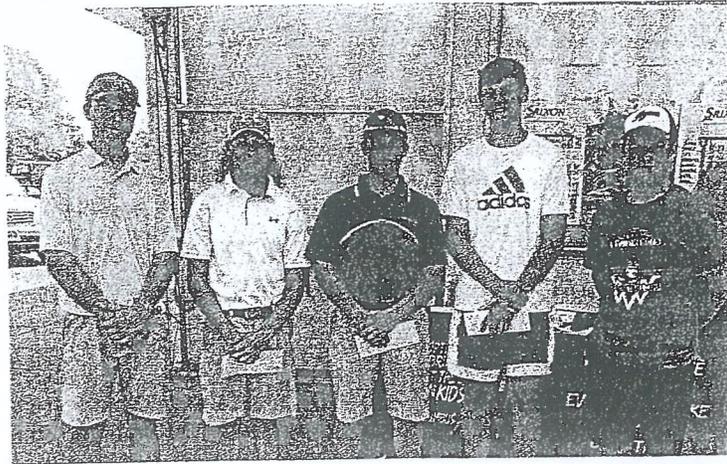
Schneider shot a 5-over 77 at Van Berg Family Learning Center and cemented his status as the top player in the league with his sixth win of the year. Hannah Kitt was the top player in the league each week and continued that dominance with a 94—the only girls player to shoot under 100.

For their efforts, Schneider and Kitt receive a fitted Callaway Epic Driver.

"At first when I saw (the announcement of the league) I didn't necessarily think I could win but I thought it was a great opportunity to play golf and maybe get some prizes," Schneider said. "After the first week, I had full confidence that I could win it.

"I've been working pretty seriously at golf the past couple years now."

Schneider didn't participate in the first nine-hole event of the season on June 8 and was also away from the course on July 13. But in between he won three times and set himself up for a victory lap, of sorts, if he played well at last week's Junior City



COURTESY PHOTO

Champion golfer Kurt Schneider, middle, takes a photo with other competitors for the Race to the Optimist Cup after Tuesday's final round at Van Berg Family Learning Center. With Schneider are, from left, Clay Brandenburg, Zandyr Kohl, Mason Whitmore and Andrew Kosch.

Championship. When Schneider came through and won that as well, his lead was essentially insurmountable.

The first six weeks awarded the winner at Van Berg 150 points, second received 120, third 100, fourth 90 and on down from there. Both day one of the Junior City Tournament, at Elks Country Club, and day two, at Van Berg, were worth double points.

That was the case earlier this week as well when the golfers met one last time at Van Berg for 18 holes. Schneider had a lead of more than 200 points, wasn't pleased with his front nine, but had enough of a cushion to enjoy the trip back into the clubhouse.

"With that big of a lead, all I told myself was, 'Don't slop around and whatnot? I tried to play my best round, and I didn't. I shot a 42 on the front nine and was six over and said, 'Well, what the heck are you doing now?'" Schneider said. "Then I went on to shoot 1-under on the back. I just told myself, 'Play golf; play it like you know how to. It shouldn't be hard. Play a decent round and you'll be in there.'"

The bittersweet part of the win was the top prize. Schneider had saved up and bought himself a top of the line Callaway Maverick driver last year.

"But free is free," he said.

Kitt became the first girls champion of the Race for the Optimist Cup with a summer that

included a win at every event other than the Junior City Championship. She didn't miss a week of competition and consistently handed in scorecards around the mid-40s.

Kitt shot a 47 her first time out, won with a 49 in week 2, took the top spot on a 43 in week three, won weeks four and five on a pair of 45s and scored a 44 in week six. Her margins of victory were 13, five, 11, 11, two and 10.

The incoming Lakeview senior, unlike Schneider, who's set to be a Viking sophomore, hasn't yet had a fitted driver in her bag. Both she and Schneider will get their Callaways back next week with the proper shaft and grips. Kitt can't wait.

"My goal was to improve every week, but my main goal was to get to the 90s to prepare for my fall season, which I did right at the end," Kitt said. "(Winning each week) was really awesome to see. I've improved a lot since the last two years of my high school season, and I've been working really hard. It was cool to come in and see I had the lowest score. Everybody was improving each week, but it's always a good feeling to have to see you have the best score."

She was fifth at the Junior City Championship when she shot 101 at Elks then 110 at Van Berg but then shaved off 16 strokes from that second round for the Optimist win.

https://columbustelegram.com/news/local/second-summer-of-van-berg-family-learning-center-underway/article_7e9e60ae-2b82-5bcd-bfc6-bb178d5bcabf.html

ALERT TOP STORY

Second summer of Van Berg Family Learning Center underway

Nate Tenopir

Jun 11, 2022



Quail Run/Van Berg head PGA professional Brent McGrew takes a photo with his U.S. Kids Golf bag last year in front of Van Berg Golf Course. McGrew was named a Top 50 U.S. Kids Golf Coach for the second year in a row and is excited about the new programs being offered this summer at Van Berg Family Learning Center.

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ast summer was the first at Van Berg under the new title of the Van Berg Family

Learning Center. Golf Pro Brent McGrew, his staff and the Columbus Golf Association envisioned a new role for the course as a place for youth, families, beginners and seniors.

The response was over and above what was expected. Now, in year two, Van Berg Family Learning Center (VBFLC) is again in the midst of another tremendous response from local players and looking to add more opportunities.

"Now we have programs to teach kids anywhere from 2 and 1/2 to 5 and 6 in one program, we still have the Teen Golf Academy and the Race for the Optimist Cup," McGrew said. "What's really cool is earlier this week, Optimist Cup participants were at Elks (Country Club) for a match play qualifier. The top eight players will advance to the city's first-ever junior match play championship."

People are also reading...

- 1 **25 years of parties: Party Palace closing its doors in October**
- 2 **Skydiving victim was in Nebraska for a wedding; FAA investigation won't determine what happened after jump**
- 3 **EPA holds meeting on EtO emissions emitted by BD east**
- 4 **Columbus OKs designating areas as blight for housing developments**

The earliest of the programs, as McGrew mentioned, follows a storyline about saving birdie that creates a fun and engaging way for young players to begin understanding golf scoring. Titled "Birdie Basics," youngsters come together Saturday morning with sessions for June and July, August and September, and another for October and November since it's not necessary for the teaching to take place outdoors.

VBFLC also offers the U.S. Kids Golf leagues that range anywhere from 6 years-old up to 13. Those opened this week and run Mondays through Thursdays in the mornings.

The Optimist Cup debuted last year and is a league for 13-18 year-olds that consists of weekly play that earns points in a season-long contest. The players compete every week for about six weeks in nine-hole formats as well as a handful of city championship events that feature 18 holes.

At the end, the top boy and girl earn prizes such as a fitted driver. Others at runner-up and elsewhere in the standings collect club, ball and other equipment prizes as well.

Although the qualifier for the match-play championship took place this past week, another round has been added for late entries. Those wishing to try and make the event can play after 2 p.m. on Monday at Elks. Players shoot a round, post a score and qualify for the match play championship with one of the top eight scores.

Newest to the offerings this year is the Game Changer and PGA Junior League.

"It's a guaranteed success program," McGrew said. "Whatever goals they have, we'll set up a gameplan for them, work with them and, if they agree to the game plan, and they don't reach their goals, we'll work with them until they do."

Game Changer runs every Friday through June and one week in July while PGA Junior League takes place Thursday mornings from 10 to 12:30 p.m. Game Changer gives golfers the chance to play with the pros and to learn about the mentality of how to play the game. Participants also get two private lessons and a one-hour swing evaluation.

Helping out with everything are few new faces VBFLC visitors will notice. More coaches with PGA credentials, experience coaching privately and at the varsity level and former high school players are on the roll that have reduced the student-teacher ratio down to about 4 to 1.

McGrew, who was named a Top 50 kids coach by U.S. Kids Golf both last year and this year, said he and his staff are still learning how to balance all the new programs with the reopening of Quail Run. But after three years of limited activity in Columbus

golf, he's more than ready to return to normalcy, even if his new normal is somewhat more demanding.

"Right now, when the sun is up, we're working. When it's down, we'll try and get some rest he said; that's the way it'll be through June and July," McGrew said. "We're ready to go a little bit harder."

Those interested in any of the programs can reach McGrew by email at **bmcgrew@pga.com** or by phone at 402-564-1313.

VAN BERG FAMILY LEARNING CENTER

Golf Programs offered at VBFLC

Birdie Basics Age 2 and 1/2 to 6

U.S. Kids Golf League Ages 6 - 13

PGA Junior League Ages 6-17

Game Changer Ages 13-18

Race for the Optimist Cup Ages 13-18

PGA Head Golf Pro Brent McGrew: bmcgrew@pga.com, 402-564-1313

By Nate Tenopir

Sports Editor

Columbus a hub of activity

Columbus continues to hum with activity all around our community. We have some such happening that it doesn't matter what part of town you are in. Everywhere there is activity. It is a testament to our vibrancy.

Downtown you have the continued progress being made on our Community Center Building. At our June 6 council meeting we were given a tour of the facility and saw firsthand how well things are moving forward. There is now enough shape to the structure to recognize the major areas that will be housed and how things will be arranged.

The library area, including book drop, collection areas, children areas, etc. The children's museum area. Areas pointed out for cultural arts—collections and displays. The community rooms and the City Council Chambers. And the basic layout of City Hall on the third floor. This is really taking shape and is on schedule—summer 2023.

Staying with activities downtown there have been multiple meetings held as part of the Downtown Revitalization Planning. Bringing people together, business owners, property owners, along with citizens to look at what needs to be done to continue working to make Columbus a destination. It could be new façade, lighting, more residential, improved parking. All of the before mentioned are being looked at. This along with grants and funding regarding resources available to help.

Road work continues all over. And YES 15th Street near the post office is a mess. But we must endure some bad to appreciate the good. Let's remember that this project is a TOTAL rebuild of infrastructure. New storm sewers, curbs and gutters along with a completely new street. And also let's not forget—we prayed for rain all spring and we have finally gotten it. I believe it started the day this project began! But progress is being made—concrete is down.

48th Avenue is close to completion. East 14th Street is coming along. And all over town you

ing starts all around town. Current subdivisions are filling up and new subdivisions are being plotted and laid out. I know this sounds like an old record but we can not see enough housing starts. Single family, duplexes, townhouses, apartments—we need them all. Columbus should average 150 new doors per year to keep pace with our community's growth.

In southeast Columbus you will see work has begun on the Charlie Louis Fire Station. The contractor, BD Construction, has started the remodeling and addition to this facility. When complete this station will be set up to serve as a second full time station. And as staffing increases the use of the facility will grow.

Staying with a fire department conversation, I can report that movement continues in transitioning our current volunteer firefighters to a Paid Volunteer Reserve Program. Meetings are being held and discussions continue in making this as smooth a transition as possible.

We are excited about this transition. We are comfortable that we will field a group of volunteers that will train and grow into great assets that will serve along side our full time Firefighters. And as I mentioned before—rest assured the citizens of Columbus will continue to receive the same level of service while this transition is occurring as you had before.

All 18 holes at Quail Run are OPEN. It is hard to believe that it has been over three years since the flood of 2019 devastated our golf course. At first the damaged seemed overwhelming and un-repairable but with the help of experts and financial assistance from FEMA we were able to move forward with reconstruction. It still needs assistance from Mother Nature and patience from our golfers. But it is great to have all 18 holes in operation again.

Though all of this Quail Run reconstruction Van Berg has shined. The lose of the nine holes at Quail forced golfers to use Van Berg. And use it they did. Play has been fantastic. Add to this activities that Brent McGrew has instituted for youth golf. Hats off to all that took a disaster and made the most out what was available.

With summer in full gear the

during the closure. It will reopen in August after the Plunge closes.

Let me touch on an aspect of our community that doesn't get enough attention and really makes our city shine. Our volunteers. I am talking about all those people that put in time, efforts, and talents into all sorts of activities. And these activities make our community a better place to live.

I am referring to the parent that volunteers to coach a youth softball, baseball, or soccer team. The volunteer who steps up to help at school activities and give our teachers a hand. The volunteers who serve on church committees to make bazaars and dinners run successfully.

The volunteers that are willing to serve on an array of city committees to help run our city business—Park Board, Civil Service, Planning and Zoning, Library, Airport, the list is endless.

Without these individuals and committees, and I haven't come close to naming all of them, our city would not run as efficiently. And honestly, without the involvement of these committees many things would not get done. KUDOS to all that volunteer your time, talents, and energy. You are appreciated!

Finally a feel good and shout out to a fantastic organization. A group made up of a small paid staff and supported by an awesome group of volunteers. Our Simon House. This organization epitomizes what Columbus is all about. This group is always able to take lemons and make lemonade.

Simon House operates a food pantry as part of its assistance. Tyson Foods, a corporate giant in the protein business (pork, chicken, beef) was looking for someone to partner with in serving the communities that they operate in. A marriage of needs and wants was born.

Tyson Foods needed a place to periodically deliver a truck load of frozen meat product—someone with a walk-in freezer large enough for 40,000 lbs. of meat. Simon House took on this challenge. They looked at where could they locate such a freezer, how much would it cost, and was it feasible.

Any of you that know Lucy and her staff and the board and their dedicated volunteers you know



JIM BULKLEY

6/25/22 Telegram

For Immediate Release

coaches@uskidsgolf.com



BRENT MCGREW

Quail Run & VanBerg Golf Courses
Columbus, NE



2020

McGrew named Top 50 Kids Coach by U.S. Kids Golf

Peachtree Corners, Ga. – Brent McGrew, from Quail Run & VanBerg G.C'S, located in Columbus, NE, has been honored as a Top 50 Kids Coach by U.S. Kids Golf, the world's leading organization in developing young golfers. The Award recognizes coaches who have excelled in developing players, fostering a positive environment, and using the best available resources to help advance their students.

The Top 50 Kids Coaches of 2020 includes golf professionals from 24 states, and three international countries. Each year, award recipients include coaches who work at public, private, resort and municipal courses.

"A good coach teaches golf. A great coach instills a love of golf. These are great coaches, the best," explains Dan Van Horn, the President and Founder of U.S. Kids Golf. "To make learning exciting and fun is a gift, and we're excited to honor these coaches as the best of the best in bringing young players into the game."

Presented since 2004, the U.S. Kids Golf Top 50 Coach award, is widely recognized as the pinnacle achievement for junior golf coaches worldwide. Candidates are evaluated by a selection committee from among the Certified Coach candidates based on a variety of factors. These include innovation, creativity, retention, communications, parental engagement, organization, and the ability to instill a passion for the game in young golfers. Award recipients will be recognized in a variety of ways including being featured in various media platforms sharing their expertise.

Top 50 Kids Coaches – Class of 2020

Bridget Ackley... Osprey Point G.C.... Boca Raton, Fla.
Jeff Allen... Lake Merced G.C.... Daly City, Calif.
O.J. Amaya... Chula Vista G.C.... Bonita, Calif.
Christopher Armanini... Ka'anapali G.C.... Lahaina, Hawaii
Cole Baker... Golf Etc. Bismarck... Bismarck, N.D.
Jennifer Bermingham... Coto de Caza Golf & Racquet Club... Coto de Caza, Calif.
Thomas Bishop... Lakewood Ranch Golf & C.C.... Lakewood Ranch, Fla.
Alice Brown... Ace Golf Learning Center... Riverview, Fla.
Jonathan Bullas... Laurel Oak C.C.... Sarasota, Fla.
Barry Churchill... Stonebridge G.C. ... Monroe, N.C.
Matt Clinger... Harpeth Valley Golf Center... Nashville, Tenn.
Rachel Clopton... Bobby Jones G.C.... Atlanta, Ga.
Alfredo Da Corte... Campodoglio G.C.... Paderno Franciacorta, Italy
Richard Degree... Sugar Creek Golf & Tennis Center... Atlanta, Ga.
John Dipollina... Lyman Orchards Golf Center... Middlefield, Conn.
Nix Duncan... Cherokee Town & C.C.... Atlanta, Ga.
Jamie Engelkemier... Strawberry Farms G.C.... Irvine, Calif.
David Esch... Pecan Grove C.C.... Richmond, Texas

Matt Eschenburg... Gleannloch Pines G.C.... Spring, Texas
Adam Fangman... Lassing Pointe G.C.... Union, Ky.
Brittany Ferrante... The Village Club of Sands Point... Sands Point, N.Y.
John Galyean... Hasentree C.C.... Wake Forest, N.C.
Glenn Garnett... Man O War Golf... Lexington, Ky.
Neil Gowan... Legend Oaks G.C. ... Summerville, S.C.
Bill Hall... The Legends at Parris Island... Beaufort, S.C.
Noah Horstman... Southern Oregon Golf Academy... Medford, Ore.
Blake Isakson... Moon Valley C.C.... Phoenix, Ariz.
Preston Johnson... Charleston Municipal G.C.... Charleston, S.C.
Denise Kafferly... Eglin G.C.... Niceville, Fla.
Dorothy Kasper... The Golf Dome... Chagrin Falls, Ohio
Janis Kleiman... Ironwood G.C.... Fishers, Ind.
Don Kueper... Carlyle Lake G.C.... Carlyle, Ill.
Ryan Macey... Bradenton C.C.... Bradenton, Fla.
Rafael Machado... Golfers Inc.... Panama City, Panama
Dave Malone... Pine Lake Junior Golf Academy... Lincoln, N.E.
Brent McGrew... Quail Run & VanBerg G.C.... Columbus, N.E.
Jimmy McMullen... The Golf Academy at Salem Glen... Clemmons, N.C.
Tara Morris... The C.C. at Castle Pines... Castle Rock, Colo.
Carly Peister... Merry-Hill G.C.... Breslau, Ontario
Miriam Piland-Rice... Mike Bender Golf Academy... Lake Mary, Fla.
John Rudolph... Fieldstone G.C.... Greenville, Del.
Pamela Saladino... The Beloit Club... Beloit, Wis.
Daniel Shelden... Ruth Lake C.C.... Hinsdale, Ill.
Trent Siever... The Foothills G.C.... Phoenix, Ariz.
Hoppy Smith... Diamondhead C.C.... Diamondhead, Miss.
Laura Tyler... Frosty Valley Resort... Danville, Pa.
Stephen Ventre... Paradise Family Golf Driving Range... Middleton, Mass.
John Wainwright... Longleaf Golf & Family Club... Southern Pines, N.C.
Thomas Watkins... Whisper Lake C.C.... Madison, Miss.
Nick Wiseman... Jane Frost Golf Performance Center... East Sandwich, Mass.

Master Kids Coaches – Class of 2020

Kerry Bower-Herr... Victoria Hills G.C.... DeLand, Fla.
Emily Burns... Cantigny Golf Links... Wheaton, Ill.
Linda Campbell... The Peninsula Club... Cornelius, N.C.
Frankie Chan... Tai Po Nine Eagle Golf Park... Hong Kong,
Leon Faulkner... Bayview G.C.... Sydney, Australia
Lauren Gates... Augusta Pines G.C.... Spring, Texas
Andy Little... Little Golfers... Surbiton, United Kingdom
Travis Lynch... The Trails of Frisco... Frisco, Texas
Brian Moose... RiverCrest G.C. and Preserve... Phoenixville, Pa.
Oliver Oliquiano... Island Pacific Golf Academy... Kapolei, Hawaii
Michael Phillips... Los Alamos G.C.... Los Alamos, N.M.
Jane Rosenberg... Black Gold G.C.... Yorba Linda, Calif.
Evan Sales... Angel Fire Resort... Angel Fire, N.M.
Daniel Shea... Michelle Holmes School of Golf... Norfolk, Va.
Brody Whetham... Sawmill G.C.... Fenwick, Ontario

About U.S. Kids Golf

U.S. Kids Golf is the world's leading organization for growing, promoting and enhancing golf among youth and families. Founded in 1997, U.S. Kids Golf offers three distinct lines of clubs in up to nine sizes, hosts more than 1500 tournaments – including the U.S. Kids Golf World Championship held annually in Pinehurst, NC, and has over 1600 members as part of its Coaches Institute. Additionally, the organization is active in several projects and campaigns designed to grow the sport among important demographics. In 2018, U.S. Kids Golf was recognized by the National Golf Foundation as one of the "Top 100 Businesses in Golf" based on influence, innovation, and social good among other criteria.

Connect with U.S. Kids Golf

For Immediate Release

coaches@uskidsgolf.com

2021



BRENT MCGREW

Quail Run & Van Berg G.C.'S
Columbus, NE

McGrew named Top 50 Kids Coach by U.S. Kids Golf

Peachtree Corners, Ga. – Brent McGrew, from Quail Run and Van Berg Golf Courses, located in Columbus, NE, has been honored as a Top 50 Kids Coach by U.S. Kids Golf, the world's leading organization in developing young golfers. The Award recognizes coaches who have excelled in developing players, fostering a positive environment, and using the best available resources to help advance their students.

The Top 50 Kids Coaches of 2021 includes golf professionals from 30 states, and five international countries. Each year, award recipients include coaches who work at public, private, resort and municipal courses.

"We are proud to recognize and celebrate the accomplishments of these coaches," says Dan Van Horn, President and Founder of U.S. Kids Golf. "Their dedication and commitment to the game, and more importantly, their students, is a great benefit to the facilities they represent, the families they serve, and especially, the young players who are starting this lifetime journey of golf."

Since 2004, the U.S. Kids Golf Top 50 Kids Coach award, is widely recognized as the pinnacle achievement for junior golf coaches worldwide. Candidates are evaluated by a selection committee from among the Certified Coach candidates based on a variety of factors. These include innovation, creativity, retention, communications, parental engagement, organization, and the ability to instill a passion for the game in young golfers. Award recipients will be recognized in a variety of ways including being featured in various media platforms sharing their expertise.

Award winners will be recognized on Wednesday, January 26, during a special presentation at the PGA Show in Orlando.

Top 50 Kids Coaches – Class of 2021

O.J. Amaya... Chula Vista Muni G.C.... Bonita, Calif.
Allie Andersen... Summit Golf School - Gleannloch... Spring, Texas
Christopher Armanini... Ka'anapali Golf Courses... Lahaina, Hawaii
Cole Baker... Golf Etc... Bismarck, N.D.
Drew Belt... Tupelo C.C.... Beldon, Miss.
Jonathan Botelho... Paradise Family Golf... Middleton, Mass.
Lee Bromley... Cardiff Golf Centre... Cardiff, U.K.
Brian Burgwyn... Prestonwood C.C.... Cary, N.C.
Gavin Burns... Man O' War Golf... Lexington, Ky.
Daniel Byrd... Tanglewood Park G.C.... Clemmons, N.C.
John Byrne... Royal Tara G.C.... Navan, Ireland
Evie Carter... The Golf Centre... Leicester, U.K.
Matt Clinger... Harpeth Valley Golf... Nashville, Tenn.
Brock Elder... Forest Oaks C.C.... Greensboro, N.C.
Jamie Engelkemier-Lovato... Henry Brunton Golf Acad.... Irvine, Calif.
Carly England... Merry-Hill G.C.... Breslau, Ont.
Matt Eschenburg... Summit Golf School - Augusta Pines... Spring, Texas
Adam Fangman... Lassing Pointe G.C.... Union, Ky.
Brittany Ferrante... The Village Club of Sands Point... Sands Point, N.Y.
Neil Gowan... Legend Oaks G.C.... Summerville, S.C.
Michelle Grafos... Esmeralda G.C.... Spokane, Wash.
James Hanson... Huntmore G.C.... Brighton, Mich.

Laura Holmes-Landon... Michelle Holmes School of Golf... Virginia Beach, Va.
Blake Isakson... Moon Valley C.C.... Phoenix, Ariz.
Preston Johnson... Charleston Muni G.C.... Charleston, S.C.
Denise Kafferly... Eglin G.C.... Niceville, Fla.
Timmy King Jr... RTJ - Highland Oaks... Dothan, Ala.
Aaron Koerner... Crane Creek C.C.... Boise, Idaho
Don Kueper... Carlyle Lake G.C.... Carlyle, Ill.
Taylor Lambertsen... Exmoor C.C.... Highland Park, Ill.
Bradley Lawrence... Hamilton G&C.C.... Ancaster, Ont.
Kenneth Leech... Don Law Golf Acad.... Boca Raton, Fla.
Eugene Marais... Els Perf. Golf... Ecopark, Vietnam
Justin Martin... Bobby Jones G.C.... Atlanta, Ga.
Paul Maurer... Troy G.C.... Elkridge, Md.
Brent McGrew... Quail Run & Van Berg G.C.... Columbus, Neb.
James McIntosh... Riviera C.C.... Coral Gables, Fla.
Jimmy McMullen... Salem Glen C.C.... Clemmons, N.C.
Joe McNeil... Golf Club of Texas... San Antonio, Texas
Tara Morris... C.C. at Castle Pines... Castle Rock, Colo.
Miriam Piland-Rice... Mike Bender Golf Acad.... Lake Mary, Fla.
Andrew Pratt... Moore's Mill Club... Auburn, Ala.
Juli Roberts... Twin Rivers G.C.... Oviedo, Fla.
John Rudolph... Fieldstone G.C.... Greenville, Del.
Suzy Smith... Diamondhead C.C.... Diamondhead, Miss.
Andrew Spaulding... Broadlands G.C.... North Prairie, Wis.
Evan Teplitsky... Evan Teplitsky Perf. Acad.... Klagenfurt, Austria
Kyley Tetley... The Club at Indian Springs... Broken Arrow, Okla.
Shelby Thibodeaux... WindRose G.C.... Spring, Texas
Chris Yoder... Scioto C.C.... Columbus, Ohio

Master Kids Coaches – Class of 2021

J.P. Bedard... Niagara Falls C.C.... Lewiston, N.Y.
Jonathan Bullas... Laurel Oak C.C.... Sarasota, Fla.
Barry Churchill... Stonebridge G.C.... Monroe, N.C.
Alfredo Da Corte... Campodoglio Golf... Chiari, Italy
Janis Kleiman... Ironwood G.C.... Fishers, Ind.
Dave Malone... Pine Lake G.C.... Lincoln, Neb.
Tom Reid... Sunningdale Heath G.C.... Sunningdale, U.K.
Kathleen Robinson... KMR Golf Acad.... Oakland, Calif.
Laura Tyler-Cook... Frosty Valley Resort... Danville, Pa.
Bob Usher Jr... Grey Oaks C.C.... Naples, Fla.
John Wainwright... Longleaf G&FC... Southern Pines, N.C.
Thomas Watkins... Whisper Lake C.C.... Madison, Miss.

About U.S. Kids Golf

U.S. Kids Golf is the world's leading organization for growing, promoting and enhancing golf among youth and families. Founded in 1997, U.S. Kids Golf offers three distinct lines of clubs in up to nine sizes, hosts more than 1500 tournaments – including the U.S. Kids Golf World Championship held annually in Pinehurst, NC, and has over 1600 members as part of its Coaches Institute. Additionally, the organization is active in several projects and campaigns designed to grow the sport among important demographics. U.S. Kids Golf is recognized by the National Golf Foundation as one of the "Top 100 Businesses in Golf" based on influence, innovation, and social good among other criteria.

Connect with U.S. Kids Golf

Website: www.uskidsgolf.com

Coach Website: <https://www.uskgcoach.com/>

Facebook: www.facebook.com/USKidsGolf

Twitter: www.twitter.com/USKidsGolfFDN

Instagram: <http://www.instagram.com/USKidsGolfFDN>

###

VBFLC

Trade in Trade up

Clubs for Kids Program

Sponsored by.....



This program is designed to keep the correct size and weight of clubs in your child's bag. This is going to be a critical factor when developing proper swing mechanics as your child grows and strengthens. Unfortunately The old saying "they will grow into them" is GONE. We also realize the added cost to parents if they have to buy a new set every time their little one grows a couple inches. Thanks to one of our sponsor's, Columbus Motor Company has pitched-in made it possible for us to develop a program that will insure your golfer has clubs that fit correctly with minimal cost to the parents.

The program works like this:

1. Parents will pay the **WHOLESALE** price for the first set of clubs
2. Each year the player will be measured and fitted with the correct size clubs.
3. Parents will return the used set and pay \$20.00
4. The clubs that you bring back will be re gripped, refurbished or if necessary, replaced so that they can be made available to the next player.
5. When your player is ready to move up into his or her adult clubs, you will return the junior set and receive a 100% credit back on of your initial investment towards his or her adult set.
6. What if they quit playing? Return the set and you will get back 50% of your initial investment.
7. What if I already have a US Kids set? You can get right into the program, just trade your set in and get the next size. Because you paid retail your first trade will be at no charge.
8. By agreeing to this program you agree that all clubs remain the property of the VBFLC

Current Set Prices as of 7-1-2021

(prices subject to change)

- 63" - 7 club set \$260
- 60" - 7 club set \$240
- 57" - 7 club set \$230
- 54" - 7 club set \$220
- 51" - 7 club set \$210
- 48" - 7 club set \$190
- 45" - 6 club set \$190
- 42" - 5 club set \$150
- 39" - 5 club set \$135

**BYLAWS
OF
COLUMBUS GOLF ASSOCIATION**

Pursuant to the Nebraska Nonprofit Corporation Act and the Articles of Incorporation, the undersigned Directors do hereby adopt the Bylaws of the Columbus Golf Association to provide as follows:

ARTICLE I

NAME AND OFFICES

Section 1. Name. The name of the Corporation is "Columbus Golf Association."

Section 2. Offices. The principal office of the Corporation shall be located in the City of Columbus, Nebraska.

ARTICLE II

MEMBERS AND MEETINGS OF MEMBERS

Section 1. Membership. The membership of the Corporation shall consist of those persons and institutions that have made an annual contribution in cash or in real or personal property to the position for use in carrying out its purposes. Membership shall be on a year-to-year basis, and based upon the calendar year. Each member shall be required to pay dues or otherwise make a contribution to the Corporation of real or personal property, as determined by the Board of Directors at any annual or special meeting of the Board of Directors; provided, however, that the Board of Directors may waive annual dues or contributions for honorary members. The membership of each member shall continue until the last day of the calendar year for which his, her or its dues have been paid.

Section 2. Right of Members. The right of a member to vote and all of a member's interest in or to the Corporation shall cease on the termination of membership. No member shall be entitled to share in the earnings of the Corporation nor to share in a distribution of the corporate assets upon the dissolution of the Corporation. Honorary members shall not have voting rights. No membership is transferable.

Section 3. Resignation of a Member. Any member may resign from the Corporation at any time by delivering a written resignation to the President or Secretary of the Corporation or by mailing his, her or its resignation to the registered office of the Corporation.

Section 4. Annual Meeting of Members. The annual meeting of the members of the Corporation shall be held at the principal office of the Corporation or such other location in Columbus as determined by the Board of Directors on the first Wednesday in the month of September in each year, at 7:00 p.m., or at such other date and time the Board of Directors deems

appropriate in August or September, for the purpose of electing Directors and considering and acting upon such other matters as may be raised consistent with the requirements of the Nebraska Nonprofit Corporation Act.

Section 5. Notice of Annual Meeting. Notice of the time, date and place of the annual meeting, together with a description of any matter or matters that must be approved by the members pursuant to the Nebraska Nonprofit Corporation Act, shall be served, either personally or by mail or by electronic mail, not less than ten (10) nor more than sixty (60) days before the meeting, upon such person or institution that appears on the books of the Corporation as a member; and, if mailed, such notice shall be by first class mail directed to the member at the member's address as it appears on the books of the Corporation, unless the member shall have filed with the Secretary of the Corporation a written request that notices intended for such member be mailed to some other address, in which case notice shall be mailed to the address designated in such request.

Section 6. Special Meetings of Members. Special meetings of the members may be called at any time by the President, the Vice President, or by any two Directors, and shall be called by the President or the Secretary on receipt of the written request of not less than 50 members or twenty percent (20%) of the members, whichever is greater.

Section 7. Notice of Special Meeting of Members. Notice of a special meeting of the members shall be given in the manner and time provided in Section 5 above with respect to notice of the annual meeting.

Section 8. Quorum. At any meeting of members of the Corporation, the presence of ten percent (10%) of the votes entitled to be cast on a matter must be represented in person or by online voting at a meeting of members to constitute a quorum on that matter. Unless one-third or more of the voting power of the members is present in person, the only matters that may be voted upon at the annual meeting of members are those matters described in the meeting notice. If a quorum is present, the affirmative vote of a majority of the votes represented and voting is the act of the members. In the absence of a quorum, or when a quorum is present, a meeting may be adjourned from time to time by the chairperson or by vote of a majority of the members present in person, without notice other than by announcement at the meeting and without further notice to any absent member. In the case where a meeting is adjourned by the chairperson or by members present in person, any business may be transacted at the resumption of any such adjourned meeting that might have been transacted at the meeting as originally notified, provided that a quorum is present at such resumed meeting.

Section 9. Voting. At every meeting of members, each member shall be entitled to vote in person or by electronic ballot. Each member of the Corporation shall be entitled to one vote. The vote on Directors and, upon the demand of any member, the vote upon any question before the meeting, shall be by ballot, including online voting. All elections shall be had and all questions decided by a majority vote of the persons present in person or by online voting. Cumulative voting is not authorized for the election of Directors.

Section 10. Removal of Directors and Officers. Any Director or officer may be removed from office by the affirmative vote of a majority of the entire membership of the Corporation, cast either in person or electronically, at any regular or special meeting called for that purpose.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Eligibility and Authority. All corporate powers shall be exercised by or under the authority of, and the affairs of the Corporation shall be managed under the direction of, its Board of Directors. Each Director must be a member of the Corporation and must be an individual. Directors shall be elected at the annual meeting by a majority vote in person or electronically) of the members constituting the quorum.

Section 2. Number and Term. The number of Directors of the Corporation shall be nine (9) and may be increased or decreased by amendment of these Bylaws in the manner set forth in Article XIII hereof. When the number of Directors is decreased by amendment adopted by the Board of Directors, each Director in office shall serve until his or her term expires or until resignation or removal as herein provided. The term of office for each Director shall be three (3) years, commencing on the date of the annual meeting of the members in 2020; provided, however, that the terms of the Directors shall be staggered so that an approximately equal number of Directors shall be elected each year.

Section 3. Resignation of Director. Any Director may resign at any time by giving written notice of such resignation to the Board of Directors, the presiding officer of the Board of Directors, or to the President or Secretary of the Corporation. Resignation shall be effective when the notice is effective, unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may fill the pending vacancy before the effective date, if the Board provides that the successor does not take office until the effective date. Any Director so elected by the Board of Directors shall hold office for the balance of the term of the Director that he or she replaced.

Section 4. Annual Meeting of Directors. Immediately following each annual meeting of the members, the Board of Directors (including newly elected Directors) shall meet forthwith at the principal office of the Corporation or such other location designated by the Board of Directors (including the location of the annual meeting of the members) for the purpose of organization, the election of officers, fixing of annual dues for the coming year, election of the executive committee, if any, and the transaction of other business; and if a quorum of the Directors is then present, no prior notice of such meeting shall be required to be given. The time and place of each annual meeting may, however, be fixed by written consent of all Directors.

Section 5. Regular Meetings. Regular meetings of the Board of Directors shall be held at 7:00 p.m. at the principal office of the Corporation, or such other location deemed suitable by the Board of Directors, on the first Wednesday in the months of March, June and

December for the transaction of such business as may come before the meeting, without further notice to the Directors; provided, however, that the 7 p.m. time of any regular meeting may be adjusted provided that any such adjustment is conveyed to each Director by email or otherwise at least two (2) days prior to the regular meeting.

Section 6. Special Meetings of the Board. Special meetings of the Board of Directors may be called by the President or Vice President, and shall be called by either of them on the written request of any two (2) members of the Board of Directors.

Section 7. Notice of Special Meetings. Notice of all special meetings of the Board of Directors shall be preceded by at least two (2) days' notice by email or otherwise to each Director of the date, time and place, but need not specify the purpose of such meeting. Any business may be transacted at any Directors' meeting.

Section 8. Chair. At all meetings of the Board of Directors, the President, or in his or her absence or inability, the Vice President, or, in their absence or inability, a Chair chosen by those Directors present shall preside.

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the Directors in office immediately before the meeting commences shall be necessary and sufficient to constitute a quorum for the transaction of business. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors. If at any meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time without further notice to any absent Director, and may take such other action and further action as is provided in Article III, Section 4, of these Bylaws.

Section 10. Compensation. Directors shall not receive any stated salary for their services as Directors, but, by resolution of the Board, a reasonable sum for expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the Board.

Section 11. Action by Consent. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if the action is taken by all of the members of the Board of Directors and thereafter evidenced by one or more written or electronic consents describing the action taken, signed by each Director, and included in the minutes filed with the Corporate records reflecting the action taken.

Section 12. Removal of Directors. Directors may be removed in the manner provided by the Nebraska Nonprofit Corporation Act.

Section 13. Executive Committee of the Board of Directors. The Executive Committee of the Board of Directors, if established by the Board of Directors, shall consist of the President, the Vice President, and one or more members of the Board of Directors designated by a majority of the Board of Directors at the annual meeting. The Executive Committee shall have and exercise the authority of the Board of Directors pursuant to the Nebraska Nonprofit

Corporation Act at all times when a meeting of the Board of Directors is not in session, provided, however, that the Executive Committee shall not have authority to authorize any distributions, approve or recommend to members the dissolution, merger, or the sale, pledge or transfer of all or substantially all of the Corporation's assets, elect, appoint or remove Directors to fill vacancies on the Board or any of its committees, or adopt, amend or repeal the Articles or Bylaws of the Corporation. The Executive Committee shall meet at such times as the Board of Directors shall determine. Notice of a meeting of the Executive Committee shall be given in the same manner and time as prescribed for special meetings of the Board of Directors. The Executive Committee shall maintain a written record of its proceedings and shall report its proceedings to the Board of Directors within three (3) days following any meeting.

Section 14. Loans to Officers and Directors. The Corporation shall not lend money to nor guaranty the obligation of any Director or officer of the Corporation.

ARTICLE IV

OFFICERS

Section 1. Designation. The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers, with such powers and duties not inconsistent with these Bylaws, as may be appointed and determined by the Board of Directors. Any two offices, except those of President and Vice President, may be held by the same person.

Section 2. Election, Term of Office and Qualification. After the election of the initial officers at the first meeting of the Board of Directors in 2020, the officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. Each officer shall serve at the pleasure of the Board of Directors. The President and Vice President shall be members of the Board of Directors of the Corporation. Each officer may, but need not be, a member of the Corporation.

Section 3. Vacancy. In the event of a vacancy in any office, for any reason whatsoever, a majority of the Directors then in office, although less than a quorum, may elect a person to fill such vacancy; and the person so elected shall hold office and serve until the next annual meeting of the Board of Directors.

Section 4. President. The President shall preside at all meetings of the members and of the Board of Directors. The President shall have and exercise general charge and supervision of the affairs of the Corporation, execute notes, contracts, mortgages and conveyances, and shall do and perform such other duties as may be assigned by the Board of Directors.

Section 5. Vice President. At the request of the President, or in the event of the absence or disability of the President, the Vice President shall perform the duties and possess and exercise the powers of the President; and to the extent authorized by law or by these Bylaws, the Vice President shall have such other powers as the Board of Directors may determine, and shall

perform such other duties as may be assigned by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall have charge of such books, documents, papers as the Board of Directors may determine. The Secretary shall attend and keep the minutes of all meetings of the Board of Directors and members of the Corporation. The Secretary shall maintain a record containing the names, alphabetically arranged, of all persons who are members of the Corporation, showing their places of residence; and such book shall be open for inspection as prescribed by law. The Secretary may sign with the President or Vice President, in the name and on behalf of the Corporation, any contracts or agreements authorized by the Board of Directors. The Secretary shall, in general, perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors; and shall do and perform such other duties as may be assigned by the Board of Directors.

Section 7. Treasurer. The Treasurer shall have custody of all funds, property, and securities of the Corporation, subject to such regulations as may be imposed by the Board of Directors. The Treasurer may be required to give bond for the faithful performance of the Treasurer's duties, in such sum and with such sureties as the Board of Directors may require. When necessary or proper, the Treasurer may endorse on behalf of the Corporation for collection checks, notes, and other obligations, and shall deposit the same to the credit of the Corporation at such bank or bank or depository as the Board of Directors may designate. The Treasurer shall sign all receipts and vouchers; and, together with such other officer or officers, if any, as shall be designated by the Board of Directors, shall sign all checks of the Corporation and all bills of exchange and promissory notes issued by the Corporation except in cases where the signing and execution thereof shall be expressly designated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation. The Treasurer shall make such payments as may be necessary or proper to be made on behalf of the Corporation with checks drawn on accounts in the name of the Corporation. The Treasurer shall enter regularly on the books of the Corporation to be kept for that purpose full and accurate account of all monies and obligations received and paid or incurred by the Treasurer for or on account of the Corporation, and shall exhibit such books at all reasonable times to any Director or member on application at the offices of the Corporation. The Treasurer shall in general perform all the duties incident to the office of Treasurer subject to control of the Board of Directors.

Section 8. Salaries. No salaries shall be paid to any officers of the Corporation, but this shall not prevent the reimbursement of any officer or Director of any expenses authorized by the Directors which were incurred in behalf of the Corporation.

Section 9. Removal. Any officer may be removed from office by the affirmative vote of all of the Directors at any regular or special meeting called for that purpose.

Section 10. Assistant Secretaries and Assistant Treasurers. The Board of Directors may, from time to time, designate one or more persons to serve as Assistant Secretary and Assistant Treasurer with such duties and responsibilities as may be designated in the resolution of appointment.

ARTICLE V

COMMITTEES

Section 1. Standing Committees. The Board of Directors may appoint at least two (2) members of the Board of Directors to serve on the following standing committees, to assist the Board of Directors in the administration of the affairs of the Corporation:

1. Administrative Committee
2. Nominating Committee
3. Audit Committee.

The Chair of each standing committee, if any, shall be a member of the Board of Directors and shall be elected annually by the members of the Board of Directors serving on such committee. Each committee may have other members, designated by the President, with approval of the Board of Directors. The members of a standing committee, who are not Directors, shall be members of the Corporation. Each committee shall provide the Board of Directors with a written report concerning each meeting within seven (7) days following any committee meeting.

Section 2. Administrative Committee. The Administrative Committee, if any, shall consist of not less the three (3) members, two (2) of whom shall be members of the Board of Directors. The Administrative Committee shall assist the Board of Directors in exercising oversight over the Corporation's structure and management operations. It shall provide guidance to the Board of Directors and officers concerning administrative and managerial planning, staffing and personnel practices, and shall perform such other functions as may be assigned by the Board of Directors.

Section 3. Nominating Committee. The Nominating Committee, if any, shall consist of at least three (3) members, two (2) of whom shall be members of the Board of Directors, and shall:

- A. Recommend to the Board of Directors the names of persons to serve as Directors of the Corporation;
- B. Recommend to the Board of Directors the names of persons to fill vacancies created by the death or resignation of any member of the Board of Directors;
- C. Recommend to the Board of Directors the names of persons to serve as officers of the Corporation;
- D. Recommend to the Board of Directors the names of persons to serve as Chair of each standing committee.

Section 4. Audit Committee. The Audit Committee, if any, shall consist of not less

than two (2) members, each of whom shall be a member of the Board of Directors. The Audit Committee shall have responsibility for conducting an audit of the Corporation's books and records for each calendar year. The Committee may perform its own audit or designate an independent auditor to carry out this responsibility.

Section 5. Term. The term of each Committee Member, if any, shall be for one (1) year, and each Committee Member shall serve at the pleasure of the Board of Directors. Any vacancy in the membership of a standing committee shall be filled by the Board of Directors.

ARTICLE VI

AGENTS AND REPRESENTATIVES

The Board of Directors may appoint such agents and representatives of the Corporation, with such powers and to perform such acts or duties on behalf of the Corporation as the Board of Directors may see fit, so far as may be consistent with these Bylaws and to the extent authorized or permitted by law.

ARTICLE VII

CONTRACTS

The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation; and such authority may be general or confined to a specific instance; and unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contact or engagement, or to pledge its credit, or render it liable pecuniarily for any purpose or to any amount.

ARTICLE VIII

VOTING STOCK OF OTHER CORPORATIONS

Unless otherwise ordered by the Board of Directors, the President shall have full power and authority on behalf of the Corporation to vote, either in person or by proxy, at any meeting of stockholders of any corporation in which this Corporation may hold stock and at any such meeting may possess and exercise all of the rights and powers incident to the ownership of such stock which, as the owner thereof, this Corporation might have possessed and exercised if present. The Board of Directors may confer like powers upon any other person and may revoke any such powers as granted at its pleasure.

ARTICLE IX

FISCAL YEAR

The fiscal year of the Corporation shall commence on January 1 of each year and end on December 31.

ARTICLE X

PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS

No member, Director, officer, or employee of, or member of a committee of, or person connected with the Corporation, or any other private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the Corporation; provided, that this shall not prevent the payment to by such person of such reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes as shall be fixed by the Board of Directors; and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Corporation. All members of the Corporation shall be deemed expressly to have consented and agreed that upon such dissolution or winding up of the affairs of the Corporation, after all debts have been satisfied any assets then remaining in the hands of the Board of Directors shall be distributed, transferred, conveyed, delivered, and paid over, in such amounts as the Board of Directors may determine, or as may be determined by a court of competent jurisdiction upon application of the Board of Directors, exclusively to organizations which would then qualify under the provisions of Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended.

ARTICLE XI

TELEPHONIC MEETINGS

Members of the Board of Directors or the Executive Committee or of any of the committees appointed by the Board may participate in any meeting of such Board or committee, as the case may be, by means of a conference telephone or other similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by telephonic means shall be subject to the provisions of these Bylaws for notification of members of the Board or committee of such meeting and shall constitute presence in person at the meeting. Written minutes of all actions taken at such meeting shall be circulated to all members of the Board or committee, as the case may be.

ARTICLE XII

INVESTMENTS

The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors, without being restricted to the class of investments which a Director is or may hereafter be permitted by law to make, or any similar restriction; provided, however, that no action shall be taken by or on behalf of the Corporation if such action

is a prohibited transaction or would result in the denial of the tax exemption under Sections 501, 503, 504, or 170 of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended.

ARTICLE XIII

AMENDMENTS

The Board of Directors shall have the power to make, alter, amend or repeal the Bylaws of the Corporation by affirmative vote of a majority of the members of the Board of Directors; provided, however, that notice of any proposed amendment shall be mailed by United States mail or electronic mail to each Director not less than ten (10) days preceding the meeting at which such amendment will be submitted. Any Director may waive such notice in writing. All Bylaws may be altered, amended, or repealed by vote of a majority of the members.

ARTICLE XIV

EXEMPT ACTIVITIES

Notwithstanding any other provision of these Bylaws, no member, director, officer, employee or representative of the Corporation shall take any action or carry on any activity by or on behalf of the Corporation not permitted to be taken or carried on by an organization exempt under the provisions of Section 501(c)(4) of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended from time to time.

ARTICLE XV

STANDARD OF CARE; LIABILITY; INDEMNIFICATION

Section 1. General. A director shall perform the duties of a director, including duties as a member of any committee of the Board on which the director may serve, in good faith, in a manner such director believes to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinary prudent person in a like situation would use under similar circumstances. In performing the duties of a director, the director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by: (a) one or more officers or employees of the Corporation whom the director believes to be reliable in the matters presented; (b) counsel, independent accountants or other persons as to matters which the director believes to be within such person's professional or expert competence; or (c) a committee of the Board upon which the director does not serve, as to matters within its designated authority, which committee the director believes to merit confidence, so long as in any such case, the director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Section 2. Liability. A person who performs the duties of a director in accordance

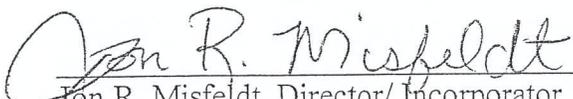
with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purposes to which the Corporation, or assets held by it, are dedicated.

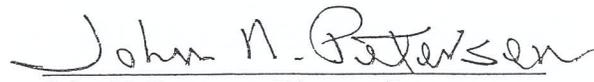
Section 3. Indemnification. To the fullest extent permitted by law, the Corporation shall indemnify its directors, officers, employees, and agents, including persons formerly occupying any such position, and the heirs, executors and administrators of such persons, against all expenses (including attorneys' fees and disbursements), judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any action, suit, or proceeding, including an action by or in the right of the Corporation, by reason of the fact that the person is or was a director, officer, employee or agent of the Corporation. Such right of indemnification shall not be deemed exclusive of any other rights to which such persons may be entitled apart from this Section 3. The Corporation shall have power to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, members, and agents, against any liability asserted against or incurred by such persons in such capacity or arising out of the person's status as such.

The foregoing Bylaws are hereby approved and adopted by the Incorporators and Board of Directors of the Columbus Golf Association effective this 4th day of March, 2020.

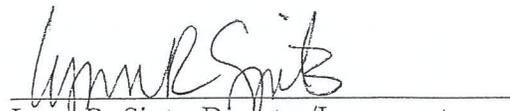

Charles R. Jensen, Director/Incorporator

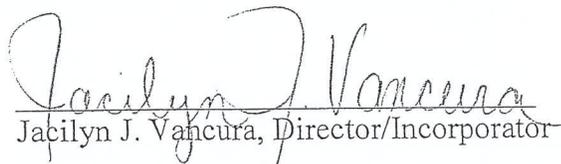

Brian K. Kleveland, Director/ Incorporator

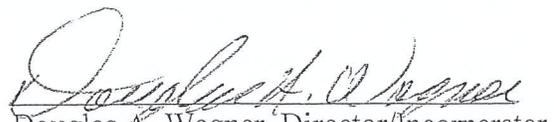

Jon R. Misfeldt, Director/ Incorporator

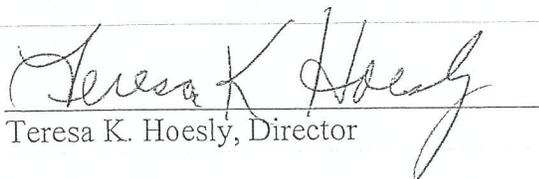

John N. Petersen, Director/Incorporator


William L. Podraza, Director/Incorporator


Lynn R. Sjuts, Director/Incorporator


Jacilyn J. Vancura, Director/Incorporator


Douglas A. Wagner, Director/Incorporator


Teresa K. Hoesly, Director



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

COLUMBUS GOLF ASSOCIATION
3965 LOST CREEK DR
COLUMBUS, NE 68601-6126

Date:
01/06/2021
Employer ID number:
30-1220550
Person to contact:
Name: Marilyn Coleman
ID number: 31511
Telephone: 877-829-5500
Accounting period ending:
December 31
Form 990/990-EZ/990-N required:
Yes
Effective date of exemption:
January 9, 2020
Contribution deductibility:
No
Addendum applies:
No
DLN:
29053247303000

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(4). This letter could help resolve questions on your exempt status. Please keep it for your records.

Donors cannot deduct contributions they make to you under IRC Section 170(c)(2).

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-NC" in the search bar to view Publication 4221-NC, Compliance Guide for Tax-Exempt Organizations (Other than 501(c)(3) Public Charities and Private Foundations), which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



Village of Platte Center

315 4th St, PO Box 125

Platte Center, Ne 68653

402-246-2135

pcvillage1@outlook.net



Dear Platte County Visitors Bureau,

I hope this message finds you well. I would like to extend my sincere gratitude for considering our application for grant funds to support the development of a Splash Pad in Platte Center.

The addition of a Splash Pad would not only enhance our community's recreational offerings but also provide a safe and enjoyable space for families and children to gather, socialize, and create lasting memories. We believe this project has the potential to boost local tourism and promote an active lifestyle among residents and visitors alike.

Thank you once again for your consideration. We are excited about the possibility of working together to bring this vision to life and contribute to the vibrant spirit of Platte County.

Warm regards,

Nicolette Coble

Village Clerk

Devon Pillen,
Village Chairwoman

Jesse Barber,
Trustee of the Board

Gwynn Sliva
Trustee of the Board

Jessica Hake
Trustee of the Board

Tyler Coble
Trustee of the Board



2024 Visitor Improvement Fund Grant Application

Please attach the following documents relating to your organization:

1. List of Board of Directors
2. Copy of bylaws
3. Schedule of Board meetings
4. Copy of determination letter from the IRS confirming tax exempt status.

Please type the following information or print legibly.

Village of Platte Center 47-6014247
 Organization Name Tax ID Number

Nicolette Coble Clerk
 Contact Person Title

P.O. Box 125 315 4th St.
 Address

Platte Center NE 68653
 City State Zip

462-942-1401 pevillage1@attlook.com
 Telephone Fax E-mail

Our organization is _____ Publicly Owned _____ 501(c)3/501(c)4
a government entity.

Attendance

Annual attendance to your facility unknown at this time

% of visitors from outside Platte County unknown at this time

Method used to determine attendance and % of visitors _____

Is your attraction open to the public? Yes No

It would be.

Please check one or more of the following which describe(s) your organization.

- | | | |
|--------------------------------------------------|-------------------------------------|----------------------------------------|
| <input type="checkbox"/> Educational | <input type="checkbox"/> Artistic | <input type="checkbox"/> Cultural |
| <input checked="" type="checkbox"/> Recreational | <input type="checkbox"/> Historical | <input type="checkbox"/> Entertainment |

Explain:

Total Project Cost \$ 169,000

Visitor Improvement Funds requested for this project \$ 70,000

A detailed budget worksheet must be included.

Please provide a brief description of the project. (If additional room is needed an additional page may be attached.) Description must be limited to no more than one page.

How will this project increase visitation to or encourage visitors to stay longer in Columbus/Platte County?

What other agencies or groups are co-sponsoring the project?

If this project is not awarded the entire requested amount will you continue the project?

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Signature of applicant (I signify that, if awarded, grant funds will only be used for improvements to visitor attractions owned by the public or any nonprofit organization, as the Nebraska Visitors Development Act, Neb. Rev. Stat. §81-3701 through §81-3724, et seq. (as amended from time to time) provides, as outlined in this application) X <i>Micolltte Colh</i> | Date 9.26.24 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|

A project budget and letters of support (minimum of 3) MUST be attached.

Please provide a brief description of the project.

The Platte Center Splash Pad project aims to create a vibrant and accessible space for children and families to enjoy free entertainment and engage in outdoor activities. Located on Village-owned property near the park, the splash pad will serve as a central gathering spot, fostering community connections and enhancing the overall recreational offerings in the area. This engaging attraction is designed to draw visitors to Platte Center, providing a fun and safe environment for families while contributing to the local economy. We believe the splash pad will become a beloved destination for both residents and visitors, promoting an active lifestyle and community spirit.

How will this project increase visitation to or encourage visitors to stay longer in Columbus/Platte County?

The Splash Pad project in Platte Center is poised to significantly increase visitation and encourage visitors to stay longer in Columbus and Platte County. By offering a vibrant, free entertainment option, the splash pad will attract families looking for fun and engaging outdoor activities.

Located near the existing campground in Platte Center, Lil Village Campground, the splash pad will create an appealing draw for campers. Families may choose to stay in Platte Center rather than seeking other campgrounds, motivated by the opportunity to enjoy a lively and inviting atmosphere that includes the splash pad. This increased foot traffic can benefit local businesses and foster a sense of community.

Additionally, the splash pad will provide a perfect complement to the campground experience, allowing guests to enjoy a full day of activities without the need to travel far. This encourages longer stays and promotes return visits, ultimately enhancing the overall appeal of Platte Center as a vibrant destination in Platte County.

What other Agencies or groups are co-sponsoring the project?

Once we have successfully raised half of the funds for the Splash Pad project, the Village will apply for the Land & Water Conservation Grant through the Nebraska Game & Parks Commission. This additional funding will be instrumental in bringing our vision to life.

After the splash pad is built, the Village is committed to its ongoing maintenance, ensuring that it remains a safe and enjoyable space for families and visitors. We have already secured commitments from current donors, which are detailed in the attached document.

Furthermore, we are actively seeking additional sponsors and potential naming rights opportunities. We believe that demonstrating our fundraising progress will inspire further donations and support from the community, making this project a shared success. Thank you for your continued interest and support in enhancing our community through this exciting initiative.

If this project is not awarded the entire requested amount, will you continue with the project?

The Village of Platte Center is committed to moving forward with the Splash Pad project, even if our grant request is not awarded. While we recognize that this may present challenges due to limited staff availability and resources, we remain determined to seek alternative funding opportunities and community partnerships.

**Platte Center Community Splash Pad Donations:
Thank you for your support!**

- 1) Demo derby split the pot fundraiser \$231.25
- 2) Platte Center Elementary Staff \$357.00
- 3) Paul & Christina Wemhoff \$250.00
- 4) Dale & Janet Jaixen (In Memory of Barb Pillen) \$20.00
- 5) Ileana Jarecki \$100.00
- 6) Laugene Schumacher Memorial \$200.00
- 7) Scott & Linda Loseke \$50.00
- 8) Platte Center Fire Department \$2,348.25
- 9) Taco/Halloween Fundraiser \$983.00
- 10) Tyler Coble \$20.00
- 11) Selma Loseke \$100.00
- 12) Santa \$58.00
- 13) Bonnie Esslinger \$30.00
- 14) Bake Sale \$758.00
- 15) Brett Marburger - American Flag Fundraiser \$180.00
- 16) Allen Jarosz - Split the pot fundraiser \$382.50
- 17) Easter \$55.00
- 18) Doug Kuhn \$1,000.00
- 19) Splash Pad T-shirts \$223.12
- 20) Pedal Car Raffle \$225.00
- 21) Rhonda Kush \$20.00
- 22) PC Baseball/Softball \$1740.08
- 23) Splash Pad T-shirts \$60.00
- 24) Alumni Banquet \$100
- 25) Mud Volleyball \$500
- 26) Carrie Loseke \$98
- 27) Stealth BroadBand \$500
- 28) Patricia Loseke \$200
- 29) Mud Volleyball \$500
- 30)



Outdoor Recreation Products

9840 South 168th Ave., Ste. 3
 Omaha, Nebraska 68136
 Phone: 402-289-0400
 Fax: 402-289-0300

www.outdoorrecreationproducts.com

Quote Date: September 26, 2024
 Sales Rep: Shane Steinhoff
 Est. Delivery:
 Terms: Net 30 days

Budget

Page 1 / 1

Project: Platte Center Splashpad
 Attn: Jessica Hake
 Phone: 402-942-2904
 Email: jessica2904@live.com

| Qty | Description | Unit Price | Total |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| 1 | Aquatix SplashPad Design #1160969: Bucket Trio, Ripple Rund Medium Rung, 2 Rocket Streams, Whirl Pad, Ground Funnel, 2 Ripple Arch Jets, and Water Tent | \$ | 60,118.00 |
| 1 | Mechanical Components includes Aquavator, control panel, drain, Manifold and Above ground Enclosure. Drain to waste system | \$ | 20,645.00 |
| | Installation: | | |
| | Excavation/Dirtwork/Cut to Fill | \$ | - |
| | Footings/Layouts/Survey | \$ | - |
| | 12" Recycled Concrete/Rock | \$ | - |
| | 150 Ton, provide, install, compact | \$ | - |
| | Pour 6" Splashpad Concrete per design | \$ | - |
| | Concrete rebar, cuts and surface sealed per plans | \$ | - |
| | Install Equipment/Flush Lines/Startup/1 Year Winterization | \$ | 83,685.00 |
| | Electrical/Grounding/From Cabinet to Pad Only(Power to be brought to Cabinet by others) | \$ | - |
| | Owner to run Electrical to Cabinet | \$ | - |
| | Construction Fence | \$ | - |
| | Restoration/Seeding/Matting | \$ | - |
| | Plumbing: City (others) to bring 6' sewer line to 10' outside of Pad. Installer will run sewer from pad drains to 10' outside the pad. | \$ | - |
| | Pad Piping: Provide & install Schedule 80 to all features | \$ | - |
| | Manifold Box Poured/Draindown Pit included | \$ | - |
| Note | Excludes Private Locates | \$ | - |
| Note | Budget only, installer will have to see new site to provide a formal quote | \$ | - |
| Note | Water to Manifold by others/No Backflow, PRV or cage provided. Usually city provides their own. | \$ | - |
| Note | Removal of trees if needed by others. | \$ | - |

SERVICE CHARGES OF 3% OF THE TOTAL BILL WILL BE CHARGED ON ALL PAST DUE INVOICES

Subtotal \$ 164,448.00

PLEASE INITIAL FOR ACKNOWLEDGEMENT _____

Freight \$ 4,850.00

If applicable, please mail or email your tax exempt certificate.

Sales Tax excluded

QUOTES ARE VALID FOR 90 DAYS

Total \$ 169,298.00

To Accept this quotation, sign & date here and return: _____

THANK YOU FOR YOUR BUSINESS

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).

Ileana M. Jarecki
P O Box 204 * Platte Center, NE 68653 * 402/270-1133

April 8, 2024

Village of Platte Center
Council Board
Platte Center, NE 68653

RE: Water Splash Pad for our Village

Dear Village Council Members:

I am writing this letter in support of our Village Council building a water splash pad for our town resident's children and their visitors. The Village, with their proposed project, has worked hard to raise as many funds as possible, but we need additional help to make this a reality.

I have had the privilege of living in our village for the last 30+ years, where my late husband and I raised our two sons. Small-town USA is the best place to have a great environment to raise families, working alongside the Platte Center Village Council to continue to make it a safe and great place to raise future families.

A water splash pad will provide additional amenities to continue to attract young families who wish the same for their children. I am hopeful my grandchildren will be able to enjoy the splash pad for years to come.

Thank you!

Sincerely,

Ileana M. Jarecki

March 1, 2024

Dear Selection Committee;

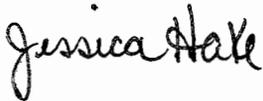
I am writing this letter in support of the Village of Platte Center, asking for your consideration in selecting the community as a recipient of grant funds for a community splash pad.

I am a board member, community member, and also a teacher at Platte Center's elementary school. The community of Platte Center has my full support for the splash pad project.

When completed, the splash pad will provide an opportunity for children in and around Platte Center to have a safe place to play outdoors. This project will provide a cool place for the kids to enjoy during the community's 4th of July celebration which brings many families to gather and celebrate within our small community!

I am honored to write this letter of consideration for Platte Center, and truly hope that you consider selecting this thriving small community!

Sincerely,

A handwritten signature in cursive script that reads "Jessica Hake". The signature is written in black ink and is positioned above the printed name.

Jessica Hake

Platte Center Splash Pad Project:

Hello,

I am a newer resident of Platte Center, NE, I have been in this amazing community for a little over a year now! This community is attracting the younger generation to this area. Adding this to our town I believe would be just another reason to want to move to Platte Center! I believe that a splash pad would benefit these younger growing family's as well as the older generation. Although Platte Center has a park, this splash pad would be another great thing for younger children to do. This would give children an opportunity to socialize with other children in our town, instead of pushing them to go out of town for summer fun! I also believe that the elementary school could benefit from this as well as the multiple at home daycares in town! As a young adult that is wanting children in the near future, I really hope the splash pad is able to be built here. It would benefit the whole town's children, grandchildren, and great-grandchildren for many years to come!

Kaitlin Bargmann- Miranda

Dear reader,

I was raised in the village of Platte Center and lived there for 25 years. Being part of the PC Community was everything I could have dreamed of as a child. Platte Center is so welcoming to newcomers, full of friendly neighbors and friends, and always promotes safety and fun for the community. Although, all those things were present when I was younger; there was just one thing that was not, and that was a city pool or water attraction for the children of the community. Including myself and my siblings. What kid doesn't want to spend every day in water during the summer months? I sure wish I had something water related to go to and enjoy with friends. Platte Center has been known as the "dry town without a pool" for many years.

After getting married and moving away from my hometown, it has made me realize that not much has changed to improve children's attractions in town. Most children will ride bikes, play outdoors, go to the park, and occasionally go to the rundown ballfield. However, having a splash pad would attract those children to something new and something that has never been established in Platte Center. To my understanding, it will have very little maintenance and it is safer than a city pool. It will not have staff "manning" it each day, rather parents and caregivers who can also join in on the fun with their little ones! Not to mention, when we were kids, we used to turn the hose on at the park and cool off that way since we were dripping in sweat from park play. It was the only source of public water.

Lastly, I was also the city babysitter when I was younger. I started watching children when I was 10 years old. There were countless summer days of boredom. Many days of wondering what we were going to do for the afternoon and lots of phone calls to parents begging them to let us go to a pool in a neighboring community. Platte Center is limited and there is only so much you can do with young children. Again, the only missing puzzle piece is a water attraction for tiny humans! I am now a mother and often take my child to Platte Center for different community events and still wonder what the future looks like for the small town. There have been efforts for fun and new improved things in the PC Community, but it never goes anywhere. Let's make this go somewhere! Somewhere BIG for our children who are the next generations of society.

Thank you.

To: Village of Platte Center

From: Colene Christensen

I have been a resident of Platte Center for over 40 years and have watched our little town go from a sleepy little village of retired farmers to the vibrant community you see today. Young families that want to raise their children in a small community of people who care for one another.

That is not an easy job to keep new young families interested in buying homes, supporting our elementary school, and participating in the community. Rejuvenation of our park has given families a destination to take their kids for a little fun. Adding a splash pad would be another positive step to providing activities for families and children.

The young families are working hard to keep our community a great place to raise their families. I hope the administration can see its way clear to continue helping in this endeavor.

Thank You:

A handwritten signature in black ink that reads "Colene Christensen". The signature is written in a cursive style with a large, sweeping initial "C".

Colene Christensen

Platte Center Splash Pad :

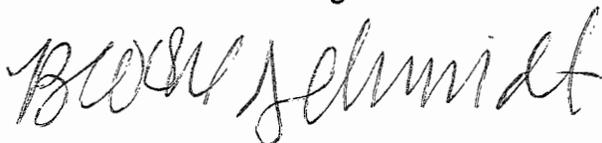
Platte Center, Nebraska. A blink of an eye for some, but a deep-rooted community to its locals! This village is bringing life back to their roots and bringing others into the village for all the fun that ensues! This has brought interest to younger families throughout the years. In efforts to bring in younger families to this village, having things for their young children to do is high on the priority list. The amount of support and interest everyone has shown to get a splash pad where these young families can gather around is a breath of fresh air.

My name is Brooke Schmidt, married with 2 small children, ages 4 and 1.5 years old! We live just 8.5 miles away from Platte Center on a farm place located in Monroe. We have opted into Platte Center Elementary for our children current and future education. Our connection to Platte Center is amazing to the people and memories we have created and continue to create there. Finding age-appropriate things to do within 20 minutes of us leaves not many options! When it was brought to my attention that the splash pad was in talks! I'm all ears! There has been a strong push to get attention. If we were approved for a grant this would give us and outside donors the credibility they need. To show others that we are serious and want this more than anything for these young kids and our community! This splash pad will give those kids the opportunity to enjoy their summer days with their village!

The "umph" Platte Center needs to grow is only getting bigger from the things our little community achieves! This splash pad would give us a HUGE boost! With the awesome direction of our village clerk Nicolette Coble. Who has worked hard to seek options to make this dream a reality. She has not only led this community to grow but has put in the elbow grease to make things HAPPEN. It would really make a difference in our community to have such an attraction.

We appreciate the time and consideration to be approved for this grant! It would mean the world to our Platte Center community! This splash pad will not only impact those inside the village but those outside as well.

We love our small village!

A handwritten signature in cursive script that reads "Brooke Schmidt". The signature is written in black ink and is positioned above the typed name and address.

Brooke Schmidt
35495 370th Ave
Monroe, NE 68646
402-276-3477

210 E 23rd Street
PO Box 587
Columbus, NE 68601
Phone: (402) 564-6144

April 9, 2024

To Who it May Concern,

This letter is written with the intent of my full support for the Village of Platte Center and the Splash Pad being proposed. As a lifelong resident of the Village, and former City Council member and Chairman of the Board, the Splash Pad would be a great addition to the Village and surrounding businesses that would benefit from additional revenue that would come from visitors or residents taking children, grandchildren, nieces, and nephews to this new attraction. Platte Center has many younger families that all associate with each other along with their children growing up in the same age brackets that I personally didn't have the luxury of having, as an adolescent or teenager. It's rare to see communities and families united and this is becoming more of a staple for the residents of Platte Center and surrounding area. In my opinion, it is in the running for one of the greatest places to ever grow up in and I would never trade my upbringing for any other community. To be able to share that with others would be a gift. This group/community extends far beyond the Village limits where many families are wanting to visit Platte Center because they feel it's a safe environment to be in with their families. Adding a Splash Pad is only going to help increase that type of environment but could also help the Village grow in the numbers of families wanting to move to Platte Center. As a son, future husband, future father and so on, Platte Center will always be home, and the Splash Pad will be a great addition for all the future generations that will come from Platte Center or those simply visiting. It will help create memories for families that might not have been able to occur under other circumstances. Should funding be provided by those generous enough to provide such a gift to the Village will not regret it, as it's an investment for anyone near and afar. Thank you for your consideration!

Jacob D. Jarecki



Insurance Producer, Edgewater Insurance
Platte Center Resident

pcvillage1@outlook.com

From: Beth Olsufka <bethy_rose@hotmai.com>
Sent: Wednesday, April 10, 2024 4:18 PM
To: pcvillage1@outlook.com
Subject: splash pad support

To Whom it may concern,

Bringing in a splash pad to our community is a fantastic idea that will provide many benefits for both children and adults alike. Not only will it provide a fun and safe space for kids to cool off during hot summer days, but it will also be a great way for families to spend time together and build stronger bonds within the community.

Additionally, a splash pad will help to promote physical activity, as children will be able to run, jump, and play in the water, which is an excellent way to stay active and healthy. Moreover, it will provide a safe and convenient alternative to swimming pools, which can be dangerous and require a lot of maintenance.

Overall, a splash pad is a wonderful addition to my community, and I fully support this project. By investing in this project, we are not only enhancing the quality of life for our community members but also creating a fun and engaging space that will be enjoyed for years to come.

Thank you for your time.
Beth Olsufka

pcvillage1@outlook.com

From: Beth Olsufka <bethy_roseg@hotmail.com>
Sent: Wednesday, April 10, 2024 4:24 PM
To: pcvillage1@outlook.com
Subject: splash pad support

I think a splash pad is a great idea!! We don't have a lot of stuff in our small town to do, and I think that bringing a splash pad to our town would be so fun! I live close to the park and think that being able to meet my friends in the park to play in the splash pad while our moms talk would be perfect! I hope that we can get a splash pad soon because our summers come and go so fast!

thanks for listening

Ellorie Olsufka

pcvillage1@outlook.com

From: Beth Olsufka <bethy_rose@hotmai.com>
Sent: Wednesday, April 10, 2024 4:31 PM
To: pcvillage1@outlook.com
Subject: splash pad support

I believe that building a splash pad in Platte Center is an excellent idea. The swimming pool is located in another town, which is approximately 20 minutes away, and I'm not old enough to drive yet. Therefore, having a splash pad would provide me and my friends with a fun way to hang out together.

Thanks

Elijah Olsufka

pcvillage1@outlook.com

From: Beth Olsufka <bethy_rose@hotmail.com>
Sent: Wednesday, April 10, 2024 4:35 PM
To: pcvillage1@outlook.com
Subject: splash pad support

It'd be so cool to have a splash pad in Platte Center! I babysit a lot of the kids here and during summer, it's tough to find something fun to do. If we had a splash pad, I could take the kids there and we could all have a ton of fun without me worrying about their safety. Splash pads are way safer than pools, so it'd be perfect for the little ones.

From the local babysitter
Olivia Olsufka

PLATTE CENTER SPLASH PAD

~~~~~ DONORS ~~~~~

|                                                  |            |
|--------------------------------------------------|------------|
| Dale & Janet Jaixer (In memory of Barb Piller) - | \$20.00    |
| Tyler Coble -                                    | \$20.00    |
| Rhonda Kush -                                    | \$20.00    |
| Bonnie Esslinger -                               | \$30.00    |
| Scott & Linda Loseke -                           | \$50.00    |
| Easter -                                         | \$55.00    |
| Santa -                                          | \$58.00    |
| Carrie Loseke -                                  | \$98.00    |
| Aleana Jarecki -                                 | \$100.00   |
| Alumni Banquet -                                 | \$100.00   |
| Selma Loseke -                                   | \$100.00   |
| Brett Marburger / American Flag Fundraiser -     | \$180.00   |
| Laugene Schumacher Memorial -                    | \$200.00   |
| Pedal Car Raffle -                               | \$225.00   |
| Dema Derby Split-the-Pot Fundraiser              | \$231.25   |
| Paul & Christina Wemhoff -                       | \$250.00   |
| Splash Pad T-shirt Sales -                       | \$283.12   |
| Platte Center Elementary Staff -                 | \$357.00   |
| Allen Jarosz / Split-the-Pot Fundraiser -        | \$382.50   |
| Mud Volleyball Tournament -                      | \$500.00   |
| Bake Sale -                                      | \$758.00   |
| Taco/Halloween Fundraiser -                      | \$983.00   |
| Doug Kuhn -                                      | \$1,000.00 |
| PC Baseball/Softball -                           | \$1,740.08 |
| Platte Center Fire Department -                  | \$2,348.25 |

!!! THANK YOU FOR YOUR SUPPORT !!!

**Splash Pad Design Quote**

Date: January 24, 2024



www.outdoorrecreationproducts.com

**Benefits of Splash Pad Play**

- Besides the benefits of cooling down and getting much-needed exercise, there are many other great reasons to play at a splash pad.
- Water play provides a rich sensory experience for the developing child. Playing with water is important for your child's sensory integration and development. Splash pads provide a great way to do this.
- While they are busy having fun, kids can also begin to learn about and experiment with the physics of water as the different nozzles turn on and off.
- It is not necessary to teach them anything. Just allow them to observe, experiment, and learn while they play. [4017] at: www.rheincastle.com/splash-pad-001-0111

~ DONATIONS ~  
 MAKE CHECK PAYABLE TO:  
**Platte Center Community  
 Splash Pad Fund**  
 SEND TO:  
 Bank Of The Valley  
 103 4th Street  
 PO Box 199  
 Platte, Center NE 68653  
 Ph: (402) 246-2015  
 Toll Free: (855) 575-2015  
 www.bankofthevalley.com



**Platte  
Center  
Community**

**SPLASH  
PAD**

Please, consider donating ~ whatever is possible ~ to assist our community in acquiring a splash pad for the park. With your generous support, you can help bring cooling, wet summer fun and laughter into the lives of the children in our little village.

~ Thank you ~



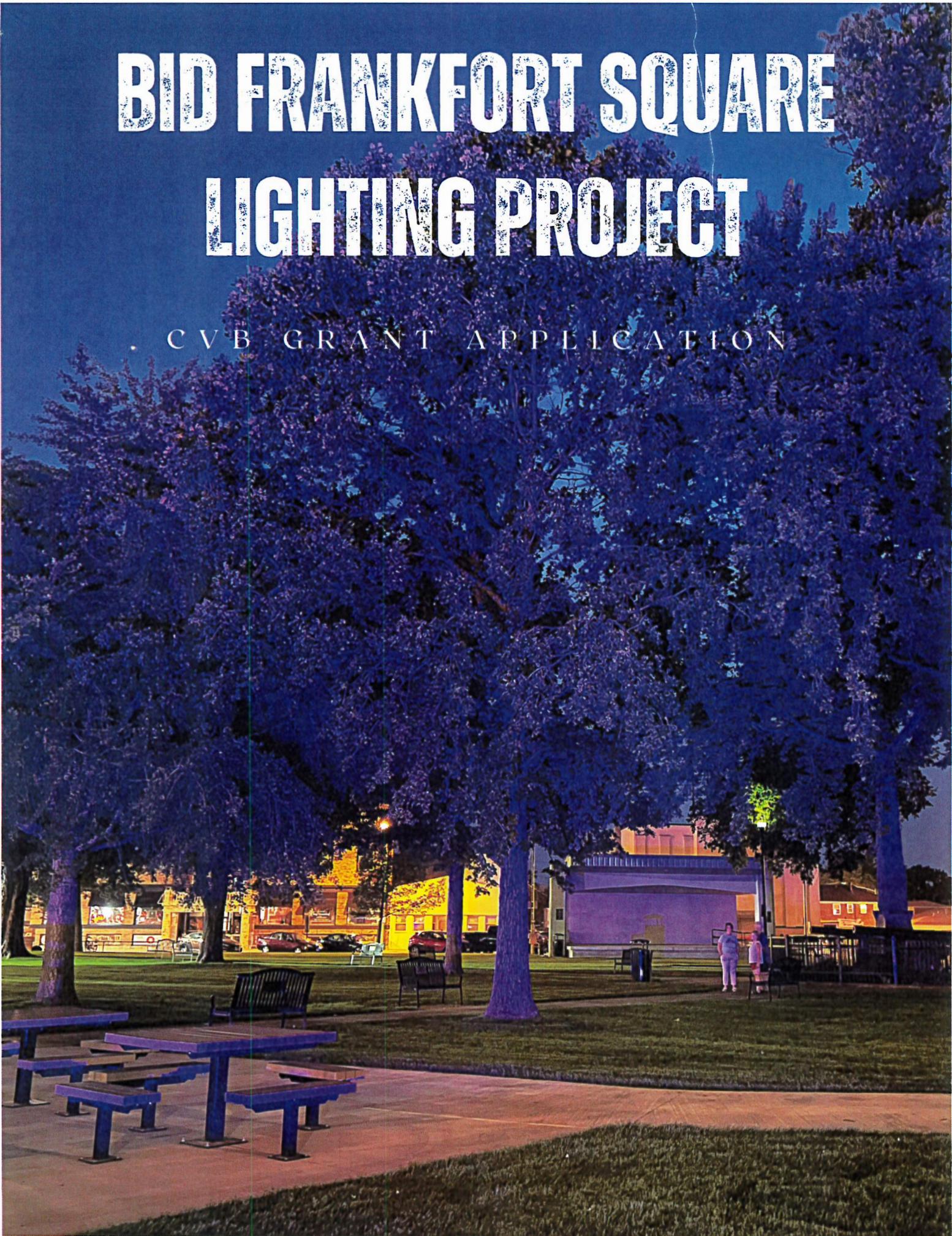
*Oh, to be a child again - finding the simplest joy in life just splashing the day away -*

As a young boy in the mid-1960s growing up in Platte Center (PC), I always felt, even then, it was very much like living a Huck Finn kind of life. Along with my brother and friends, we would all swim in Elm Creek (the Crik) which runs through town. I will always remember on many a summer day we would explore, fish, and most always swim (with or without our whitey-tighties) at some cozy spot along the Crik, all the way as far as the county road bridge just a mile north of town - but never beyond the bridge, oh no, never, because that is where a thicket of trees nestled itself called "Devil's Den". There at the bridge those who were brave enough, or just plain stupid, would jump off the bridge into a wide bit of pooled water. Elm Creek sure ain't no Mississippi, but it sure as heck cooled us down on those long, hot, summer days. I can't recall, or simply don't want to remember, how many tetanus shots my brother and I had to endure, and it makes me nauseous now just thinking about swimming in that dirty ol' Crik water. We all desperately longed for a nice, clean swimming pool in town way back then, but it never happened. Oh, there were rumors that would surface every few years, but like most all rumors they would just turn into puffs of smoke, shattering all our young, hope-filled dreams of having a clean and safe place to enjoy some wet fun. And no more tetanus shots! I now live in Alabama and on a recent visit to the old hometown, I heard about the project to raise funds for a splash pad. Folks, I am here to tell you as soon as I heard about this wonderfully inspired project, still, some 60+ years later, my inner, youngster's little heart leapt all over again with hope and anticipation for something PC kids have always greatly desired. I jumped on the opportunity to lend a hand by creating this pamphlet. I surely do pray this time around, with everyone's generous support, together we can really, truly make a decades-old vision finally, finally come to life - real life, with all the laughter, joy and soaking wet fun children can enjoy - I sure do hope on it - again.

*~Doug Rosenthal~*

# BID FRANKFORT SQUARE LIGHTING PROJECT

. CVB GRANT APPLICATION





## 2024 Visitor Improvement Fund Grant Application

*Please attach the following documents relating to your organization:*

1. List of Board of Directors
2. Copy of bylaws
3. Schedule of Board meetings
4. Copy of determination letter from the IRS confirming tax exempt status.

Please type the following information or print legibly.

Business Improvement District -- City of Columbus      47-6006144  
Organization Name      Tax ID Number

Jean Van Iperen      Planning & Economic Development  
Contact Person      Title

2500 14th St PO Box 1677  
Address

Columbus      NE      68602-1677  
City      State      Zip

402-562-4273      402-563-1380      jean.vaniperen@columbusne.us  
Telephone      Fax      E-mail

Our organization is  Publicly Owned       501(c)3/501(c)4

**Attendance**

Annual attendance to your facility 1,500,000

% of visitors from outside Platte County 35.7%

Method used to determine attendance and % of visitors Mobile Data Tracking

Is your attraction open to the public?  X  Yes   No

**Please check one or more of the following which describe(s) your organization.**

Educational       X  Artistic       X  Cultural  
 X  Recreational       X  Historical       X  Entertainment

**Explain:**

The Business Improvement District (BID) considers itself integral to the artistic, historical, cultural, recreational, and entertainment life of the community. By supporting public art, preserving historical landmarks, and hosting cultural events, the BID enhances downtown's vibrancy. Many businesses within the BID fall into these categories, and by promoting them, the BID helps boost local revenue, benefiting both the city and county. Its investment in the downtown recreational spaces and safety improvements encourages more outdoor activities and gatherings, while entertainment events like concerts and festivals attract visitors, driving economic growth and fostering a lively, inclusive environment.

Total Project Cost \$ 109,900.00

Visitor Improvement Funds requested for this project \$ 25,000.00

A detailed budget worksheet must be included.

See Attached

***Please provide a brief description of the project. (If additional room is needed an additional page may be attached.) Description must be limited to no more than one page.***

Frankfort Square is set to shine brighter with the installation of new permanent lighting, designed to enhance both the beauty and safety of the park. The trees will be illuminated with programmable lights that can change colors throughout the year, adding a festive touch for holidays and special events. For example, the park could glow with orange, purple, and green lights during Halloween or red and green during the holiday season. These lights will not only create a vibrant atmosphere but also make the park safer by lighting up walkways, reducing hazards for evening visitors.

In addition to the tree lighting, the existing fixtures on the historical mural will be replaced, and new lights will be installed on the back of the bandshell to illuminate the recently added mural. Additional lighting will also be placed around the fenced area in the park's center to highlight that memorial. These enhancements will transform Frankfort Square into a more inviting space for nighttime activities, such as outdoor weddings, concerts, and family gatherings, making it a versatile and welcoming venue for the community to enjoy

***How will this project increase visitation to or encourage visitors to stay longer in Columbus/Platte County?***

The addition of permanent lighting in Frankfort Square is poised to boost both activity and safety, making it a key attraction in Columbus and Platte County. With improved lighting, the park becomes safer for evening use, encouraging more residents and visitors to take advantage of the space after dark. Walkways will be well-lit, reducing potential hazards and creating a welcoming environment for families and individuals to stroll through the park. This sense of safety is a major factor in increasing foot traffic, especially during nighttime events or gatherings.

By allowing the park to host more evening activities—such as outdoor weddings, concerts, and family gatherings—the lighting creates new opportunities for events that extend into the night, drawing visitors to the area. These activities not only attract locals but also tourists who may stay longer in Columbus or Platte County to attend these events. The versatility of the programmable lighting for different holidays and events makes Frankfort Square a year-round destination, further enhancing its appeal.

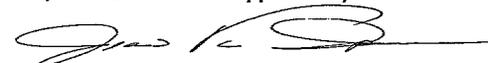
Increased visitation to the park, coupled with a safer, more vibrant atmosphere, encourages guests to spend more time exploring the surrounding downtown area. As more visitors come for special events or simply to enjoy the illuminated park at night, local businesses, restaurants, and hotels stand to benefit, leading to a positive economic impact on the community.

***What other agencies or groups are co-sponsoring the project?***

Trax Creative District

***If this project is not awarded the entire requested amount will you continue the project?***

We would need to continue to look for additional funding.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <p><b>Signature of applicant</b> (I signify that, if awarded, grant funds will only be used for improvements to visitor attractions owned by the public or any nonprofit organization, as the Nebraska Visitors Development Act, Neb. Rev. Stat. §81-3701 through §81-3724, et seq. (as amended from time to time) provides, as outlined in this application)</p> <p>X </p> | <p><b>Date</b></p> <p>09/24/2024</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|

**A project budget and letters of support (minimum of 3) MUST be attached.**

## BUSINESS IMPROVEMENT BOARD

Nine Members -- Officially created by Resolution R23-31 at the February 21, 2023 City Council meeting for the new downtown Business Improvement District. This 9-member board initially appointed for staggered terms, and all reappointments are for a 3-year term.

| NAME                                                                                                                                                                                                               | TERM | APPOINTED                                                  | REAPPOINTED | EXPIRES          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------------------------------------------------|-------------|------------------|
| Barbara Duffy<br>Barbara Jean's<br>3156 34 <sup>th</sup> Ave<br>Columbus, NE 68601<br>PH: 402-276-7301<br><a href="mailto:biduffy7301@gmail.com">biduffy7301@gmail.com</a>                                         | 1st  | 02-21-2023                                                 |             | February<br>2026 |
| Kiara Ziemba<br>Transcendence Salon & MedSpa<br>2921 14 <sup>th</sup> St.<br>Columbus, NE 68601<br>PH (402) 606-4402<br><a href="mailto:transcendencesalonandspa@yahoo.com">transcendencesalonandspa@yahoo.com</a> | 1st  | 02-05-2024                                                 |             | February<br>2027 |
| Kevin Johnson<br>Wize Buys<br>2307 13th St<br>Columbus, NE 68601<br>PH: 402-564-1306<br><a href="mailto:contact@wizebuysflooring.com">contact@wizebuysflooring.com</a>                                             | 2nd  | 02-21-2023                                                 | 02-05-2024  | February<br>2027 |
| Lindsay Thomson<br>Soul Photography<br>2504 13 <sup>th</sup> St.<br>Columbus, NE 68601<br>PH: 402-641-3125<br><a href="mailto:lthomson21@gmail.com">lthomson21@gmail.com</a>                                       | 1st  | 02-21-2023                                                 |             | February<br>2026 |
| Joe Marksmeier<br>Inked Screen Printing & Apparel<br>2724 13 <sup>th</sup> St.<br>Columbus, NE 68601<br>PH: 531-230-1051<br><a href="mailto:inked_sp@outlook.com">inked_sp@outlook.com</a>                         | 1st  | 04-15-2024<br>Filled unexpired<br>term of<br>Mary Nyffeler |             | February<br>2025 |
| Cory Reeder<br>Reeder's<br>12 Timberwood Drive<br>Columbus, NE 68601<br>PH: 970-420-1070<br><a href="mailto:Reeders@rbackent.com">Reeders@rbackent.com</a>                                                         | 2nd  | 02-21-2023                                                 | 02-05-2024  | February<br>2027 |
| Joshua Johnson<br>Columbus Bank<br>2501 13th St.<br>Columbus, NE 68601<br>PH: 402-562-2140<br><a href="mailto:Joshua.Johnson@colbank.com">Joshua.Johnson@colbank.com</a>                                           | 1st  | 02-21-2023                                                 |             | February<br>2026 |
| Melissa Spearman<br>Mother Nature's Emporium<br>2707 13 <sup>th</sup> St.<br>Columbus, NE 68601<br>PH 402-709-7157<br><a href="mailto:mspearman00@gmail.com">mspearman00@gmail.com</a>                             | 1st  | 01-02-2024<br>Filled unexpired<br>term of<br>Bob Stachura  |             | February<br>2025 |
| Dick Tooley<br>Tooley's Drug & Home Care<br>2615 13th St<br>Columbus, NE<br>PH: 402-564-7205<br><a href="mailto:dtooley@tooleydrug.com">dtooley@tooleydrug.com</a>                                                 | 1st  | 02-21-2023                                                 |             | February<br>2025 |
| April 16, 2024                                                                                                                                                                                                     |      |                                                            |             |                  |

BID Meeting Schedule (usually first Monday of the month)

March 7, 2023

March 20, 2023

April 3, 2023

April 13, 2023 – Town Hall Meeting

May 8, 2023

June 21, 2023

July 1, 2023

August 7, 2023

September 11, 2023

October 10, 2023

November 6, 2023

December 4, 2023

January 17, 2024

February 5, 2024

March 4, 2024

April 2, 2024

April 17, 2024

May 6, 2024

June 4, 2024

July 9, 2024

August 12, 2024

September 9, 2024

October 7, 2024

November 4, 2024 (tentative)

December 2, 2024 (tentative)

**ORDINANCE NO. 23-05**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, CREATING AND ESTABLISHING THE BOUNDARIES, PURPOSES, AND ASSESSMENT METHOD FOR THE DOWNTOWN BUSINESS IMPROVEMENT DISTRICT; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

WHEREAS, the Business Improvement District Act, pursuant to Neb. Rev. Stat. § 19-4015 to § 19-4038, as amended, allows cities to create business districts and raise funds to be used for the purposes of providing and maintaining improvements authorized by said Act; and

WHEREAS, under the Business Improvement District Act, cities may impose special assessments on owners of property within the district and/or a general occupation tax on businesses or uses of space within the district; and

WHEREAS, the city council previously conducted a public hearing on February 21, 2023, and passed Resolution No. R23-31 declaring an intent to create and establish the Downtown Business Improvement District, and further said resolution created an initial board (the Business Improvement Board) for this Downtown Business Improvement District; and

WHEREAS, this Business Improvement Board has conducted multiple public meetings (with published meeting notices, social media notices, notices on the city website, etc.) and spoken with numerous stakeholders and affected property owners in the proposed Downtown Business Improvement District's boundaries; and

WHEREAS, the City's Business Improvement Board has made a recommendation to the mayor and city council to formally establish and create the new "Downtown Business Improvement District" for construction, repair, maintenance, etc. of public facilities and improvements within the district, has made a recommendation as to the funding source and method by special assessment for said district, and has requested modifying (by shrinking) the district's original boundaries, all as further described in this ordinance; and

WHEREAS, the City's Business Improvement Board District has made a recommendation to the city council to formally adopt an ordinance creating, establishing, and governing this Downtown Business Improvement District; and

WHEREAS, notice of hearings for the creation and formation of this Downtown Business Improvement District and ordinance were published and mailed as required by law and a public hearing was held concerning the creation and formation of the Downtown Business Improvement District on:

June 5, 2023, at 7:00 p.m. in the City Council Chambers at 1369 25 Avenue, Columbus, Nebraska; and

WHEREAS, the proposed Downtown Business Improvement District is located

within the boundaries of an established area of the city zoned for business, public, or commercial purposes; and

WHEREAS, the city council now finds and determines that the Downtown Business Improvement District shall be created in accordance with state law.

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

**Section 1.** There is hereby created and established a business improvement district to be known as the "Downtown Business Improvement District".

**Section 2.** The purpose, public facilities, and improvements to be made or maintained within the Downtown Business Improvement District include: district advertising and marketing; legal notices; events in the district; wayfinding signage; parking lot improvements; streetscape; lighting; beautification; art; and landscaping; as well as maintenance and construction, repair, and reconstruction of any improvements or facilities authorized by the Business Improvement District Act.

**Section 3.** Pursuant to Resolution No. R23-31 the boundaries of the Downtown Business District were proposed to be:

Beginning at the NW corner Lot 5, Block C, Beckers Subdivision of Outlot 8 to the City of Columbus, Platte County, Nebraska; thence easterly on the north line Lots 5, 6, 7, and 8, said Block C, to the NE corner Lot 8, said Block C; thence easterly to the NW corner Lot 3, Block B, said Subdivision; thence easterly on the north line Lots 3 and 4, Block B, said Subdivision, to the NE corner Lot 4, Block B, said Subdivision; thence southwesterly to the NW corner Lot 3, Block A, said Subdivision; thence easterly on the North line Lots 3 and 4, Block A, said Subdivision to the NE corner Lot 4, Block B, said Subdivision; thence continuing on the easterly extension of said Lots 3 and 4 to its intersection with the centerline 30<sup>th</sup> Street; thence northerly and on said centerline to its intersection with the westerly extension of the North line Lots 5, 6, 7, and 8, Block 54, Original City of Columbus, Platte County, Nebraska; thence easterly and on said North line to the NE corner Lot 8, said Block 54; thence easterly to the NW corner Lot 5, Block 53, Original City of Columbus, Platte County, Nebraska; thence easterly and on the North line Lots 5, 6, 7, and 8 said Block 53 to its intersection with the centerline 28<sup>th</sup> Avenue; thence northerly and on said centerline to its intersection with the westerly extension of the North line Lots 1, 3, and 4, Block 3, Stevens Addition to the City of Columbus, Platte County, Nebraska; thence easterly and on said North line to the NE corner Lot 1, said Block 3; thence easterly to the NW corner Lot 4, Block 2, said Stevens Addition; thence easterly and on the North line Lots 1, 2, 3, and 4, said Block 2, to the NE corner, Lot 1, said Block 2; thence easterly to the NW corner Lot 2, Block 1 said Stevens Addition; thence easterly and on the North line said Lot 2, Block 1, to the NE corner said Lot 2, Block 1; thence northeasterly to the NW corner of the S56' N168' E132', Block 16, Becher Place Addition to the City of Columbus, Platte County, Nebraska; thence easterly and on the North line of the S56' N168' E132' said Block 16 to the

NE corner of the S56' N168' E132' said Block 16; thence southeasterly to the NW corner Lot 5, Block 17, said Addition; thence easterly and on the North line Lots 5, 6, 7, and 8 said Block 17 to the NE corner Lot 8, said Block 17; thence easterly to the NW corner Lot 5, Block 18, said Addition; thence easterly and on the North line Lots 5, 6, 7, and 8 said Block 18 to its intersection with the centerline 23<sup>rd</sup> Avenue; thence southerly and on the centerline 23<sup>rd</sup> Avenue to its intersection with the centerline 15<sup>th</sup> Street; thence easterly and on the centerline 15<sup>th</sup> Street to its intersection with the centerline 22<sup>nd</sup> Avenue; thence southerly and on the centerline 22<sup>nd</sup> Avenue to its intersection with 14<sup>th</sup> Street; thence easterly and on the centerline 14<sup>th</sup> Street to its intersection with the centerline 21<sup>st</sup> Avenue; thence southerly and on the centerline 21<sup>st</sup> Avenue to its intersection with the North Right-of-Way line UPPR Railroad; thence westerly and on said North line to the SE corner Lot 8, Block 80, Original City of Columbus, Platte County, Nebraska; thence northwesterly and on the South line Lots 5, 6, 7, and 8, said Block 80 to the SW corner Lot 5, said Block 80; thence northerly and on the West line said Lot 5 to the SW corner Lot 4 said Block 80; thence westerly to the SE corner Lot 1, Block 81, said Original City; thence southerly to the SE Corner Lot 8, said Block 81; thence northwesterly on the South line Lots 5, 6, 7, and 8, said Block 81, to the SW corner Lot 5, Said Block 81; thence northerly to the NW corner Lot 5, said Block 81; thence westerly to the NE corner Lot 8, Block 82, said Original City; thence southerly to the SE corner Lot 8, said Block 82; thence southwestery and on the South line Lots 5, 6, 7, and 8, said Block 82 to the SW corner Lot 5, said Block 82; thence northerly to the NW corner Lot 5, said Block 82; thence westerly and on the westerly extension of the North line Lots 5, 6, 7, and 8, said Block 82, 58 feet; thence southerly and parallel to the West line Lot 5, said Block 82 to its intersection with the northeasterly extension of the South line Lots 5, 6, 7, and 8, Block 83 said Original City; thence southwestery and on said extension to the SW corner Lot 5, said Block 83; thence southerly and on the extension of the West line said Lot 5 to its intersection with the easterly extension of the South line Block 84 said Original City; thence westerly on said extension to the SW corner Block 84 said Original City; thence southerly and on the extension of the West line said Block 84 to its intersection with the centerline 12<sup>th</sup> Street; thence westerly and on the centerline 12<sup>th</sup> Street to the SE corner Lot 3, Union Pacific Subdivision; thence westerly and on the South line said Subdivision to the SW corner said Subdivision; thence southerly and on the East line, Outlot 7, Columbus Outlots to the City of Columbus, Platte County, Nebraska to the SE corners said Outlot 7; thence westerly and on said South line to the SW corner said Outlot 7, said point also being on the East Right-of-Way line 33<sup>rd</sup> Avenue; thence northerly and on said East line to the Point of Beginning,

Also Beginning at the NW corner Block 122, Original City of Columbus, Platte County, Nebraska; thence easterly on the North line Block 121 and 122, said Original City to its intersection with the centerline 28<sup>th</sup> Avenue; thence northerly on centerline 28<sup>th</sup> Avenue to its intersection with the centerline 11<sup>th</sup> Street; thence easterly on the centerline 11<sup>th</sup> Street to its intersection with the centerline 25<sup>th</sup> Avenue; thence northerly on the

centerline 25<sup>th</sup> Avenue its intersection with the southerly Right-of-Way line Union Pacific Railroad; thence easterly and on said southerly line to the West line Block 94, said Original City; thence North on said West line to the NW corner Lot 5, said Block 94; thence easterly on the North line Lots 5, 6, 7, and 8, said Block 94 to the NE corner Lot 8, said Block 94; thence southeasterly to the NW corner Lot 5, Block 95, said Original City; thence easterly on the North line Lots 5, 6, 7, and 8, Block 95, said Original City, to its intersection with the centerline 23<sup>rd</sup> Avenue; thence northerly on the centerline 23<sup>rd</sup> Avenue to its intersection with the southerly Right-of-Way line Union Pacific Railroad; thence easterly and on said southerly line to its intersection with the West line, Block 96, said Original City; thence northerly on said West line to the NW corner said Block 96; thence easterly on the north line said Block 96 to its intersection with the centerline 22<sup>nd</sup> Avenue; thence southerly and on the centerline 22<sup>nd</sup> Avenue to its intersection with the easterly extension of the south line Lots 1, 2, 3, and 4, Blocks 115 through 122, said Original City; thence westerly on said South line to the SW corner Lot 4, Block 122, said Original City; thence northerly on the West line said Block 122 to the Point of Beginning.

The Business Improvement Board has reviewed said proposed boundaries and has instead proposed modification of these boundaries to shrink the affected area. This modification is approved. Therefore, the new legal description of the modified boundaries of the Downtown Business Improvement District shall be and is described as follows:

Beginning at the intersection of the centerline 33<sup>rd</sup> Avenue and the westerly extension of the south line Lot 4, Block C, Becker's Subdivision to the City of Columbus, Platte County, Nebraska; thence easterly to the intersection of the centerline 30<sup>th</sup> Avenue and the westerly extension of the south line Lot 4, Block 55, Original City of Columbus; thence northerly and on the centerline 30<sup>th</sup> Avenue to its intersection with the westerly extension of the south line Lot 4, Block 54, Original City of Columbus, thence easterly and on the south line of Lots 1 thru 4, Blocks 47 thru 54, to its intersection with centerline 22<sup>nd</sup> Avenue; thence southerly and on the centerline of 22<sup>nd</sup> Avenue to its intersection with the centerline 14<sup>th</sup> Street; thence westerly and on the centerline 14<sup>th</sup> Street to its intersection with the centerline 23<sup>rd</sup> Avenue; Thence southerly and on the centerline 23<sup>rd</sup> Avenue to its intersection with the easterly extension of the south line Lot 1, Block 116, Original City of Columbus ; thence westerly and on the westerly extension of the south line Lots 1 thru 4, Blocks 116 thru 122 to its intersection with the centerline 33<sup>rd</sup> Avenue; thence northerly and on the centerline 33<sup>rd</sup> Avenue to the Point of Beginning.

**Section 4.** The real property located within the boundaries of the Downtown Business Improvement District shall be subject to special assessment.

**Section 5.** The method of special assessment to be imposed within the Downtown Business Improvement District shall be yearly special assessment, with single family residences excluded from said assessment. The yearly special assessment paid by the affected property owners within the Downtown Business Improvement District would be based on the county's assessed value of the property. A \$200 assessment per \$100,000 of valuation with a \$750.00 cap per property per year

for as long as this Downtown Business Improvement District is in existence shall be used for the assessment calculation for all affected properties.

**Section 6.** Pursuant to Neb. Rev. Stat. § 19-4037 the City of Columbus and the Downtown Business Improvement District is authorized to receive, administer, and disburse donated funds or grants of federal or state or local funds for the purposes of and in the manner authorized by the Business Improvement District Act.

**Section 7.** The mayor has previously, with approval of the city council, appointed a Business Improvement Board consisting of property owners, residents, business operators, and users of space within the district, said board shall continue with its roles and responsibilities.

**Section 8.** At least every five years after the passage of this ordinance the Business Improvement Board, shall meet and evaluate the improvements made, plans for future improvement, and overall success of this Downtown Improvement District and shall make a report to the mayor and city council about any desire to either keep this Downtown Improvement District or disband it.

**Section 9.** If any section, subsection, phrases, or clause, of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the reaming portions of this ordinance.

**Section 10.** This ordinance shall repeal all ordinances or portions thereof and conflict herewith.

**Section 11.** This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by Neb. Rev. Stat. § 16-405 with distribution to be made by making copies available to the public upon request at the City office.

INTRODUCED BY COUNCIL MEMBER           *1st per.*          

PASSED AND ADOPTED THIS 5 DAY OF June, 2023.

*Jim B. Bullock*  
MAYOR

ATTEST:

*Janella Hine*  
CITY CLERK

APPROVED AS TO FORM:

*NY*  
CITY ATTORNEY



**BUDGET WORKSHEET**  
(must include contractor bids if applicable)

(a similar form may be presented)

| Activity                                                                                                                                                                                                                                                                                                                                         | Grant Amount Requested | Match (Cash)         | Match (In-Kind) | Source & Brief Description of Match                            | Total Funds to be Spent on This Grant Project Per Activity |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------|-----------------|----------------------------------------------------------------|------------------------------------------------------------|
| Outside corner system consists of 8 new 20' light poles, each with 1000w of color changing DMX lighting. Replace (2) existing pole top lights with a 4 position light mount and 1000w of color changing DMX lighting. System includes new IP rated lighting control panel enclosure, relays, and controls to be mounted on stage infrastructure. | \$25,000               | \$35,450<br>\$25,000 |                 | BID to provide matching funds from assessments<br><br>Donation | \$ 85,450.00                                               |
| White Flood Lighting – high output LED flag pole light, 2 high output LED flood lights for large mural to the east of the park, and 4 small LED flood lights for center park monument                                                                                                                                                            |                        | \$2,955.00           |                 | BID assessment funds                                           | \$ 2,955.00                                                |
| Stage Lighting LED DMX Color Changing – supply and install 15 LED DMX Color changing lights                                                                                                                                                                                                                                                      |                        | \$17,835.00          |                 | BID assessment funds                                           | \$ 17,835.00                                               |
| West Wall Mural LED Lighting – supply LED graze lighting for mural on the back side of the bandshell                                                                                                                                                                                                                                             |                        | \$3,700.00           |                 | BID assessment fund                                            | \$ 3,700.00                                                |
| <b>Totals</b>                                                                                                                                                                                                                                                                                                                                    |                        |                      |                 |                                                                | \$109,940.00                                               |

(Total of first three columns must equal the fifth column total.)



# Columbus Area Chamber of Commerce

753 33rd Avenue • Columbus, Nebraska 68601

Phone: (402) 564-2769 • Fax: (402) 564-2026

Email: [info@columbuschamber.org](mailto:info@columbuschamber.org) • Website: [www.thecolumbuspage.com](http://www.thecolumbuspage.com)

To whom it may concern,

The City of Columbus has a beautiful park located in downtown Columbus called Frankfort Square. It is the heart of the city. The Columbus Area Chamber of Commerce has used this park for the past 50 years as the home of the city-wide event called Columbus Days. This event is three days of non-stop entertainment on two stages, food vendors, children's activities, street dances, bouncy houses, foam dance and the list goes on and on. This park is the home of dance recitals, weddings, farmers market, band concerts, and sidewalks to enjoy a walk.

Opportunities to enhance Frankfort Square with lighting will add to the beauty of the park. Each year the City of Columbus brings in a log cabin for the holiday season and the Columbus Area Chamber of Commerce hosts Santa every weekend during the holiday season. Santa has 100's of children who visit him in his Santa House in this beautiful park. With additional lighting in Frankfort Square this would make it a magical experience for people to enjoy.

The improvements to Frankfort Square will bring more people to our downtown area to shop at the unique businesses, restaurants, and entertainment establishments that make Columbus an outstanding community to live, work and raise your family.

Frankfort Square has beautiful park benches throughout the park where hundreds of people spend their lunch hours, meeting friends, feeding the squirrels or listening to the birds. To have a city-block of green space adds to the health of the residents that live and work in our downtown area.

I have been with the Columbus Chamber for 23 years and enhancing Frankfort Square will add opportunities for the continued growth of our community.

Sincerely,

A handwritten signature in cursive script that reads "Sandie Fischer". The signature is written in black ink and is positioned above the printed name.

Sandie Fischer

Vice-President

Columbus Area Chamber of Commerce

Selection Committee,

I am writing this letter to express my support for the additional lighting in Frankfort Square in downtown Columbus, Nebraska. I have lived in Columbus for over 40 years, raised 4 children here, and I also own and operate my own small business in the downtown area. So, the connection I have is not only business related, but personal, and has been many years in the making. At the very hub of it all is Frankfort Square.

The proposed additional lighting would bring a more welcoming experience for both current residents that live in our district, the business owners, those employed downtown, and visitors who gather in Frankfort Square throughout the year. Many come to see dance performances and live music on the stage, our local Columbus Days weekend long celebration, and countless other seasonal and cultural gatherings within our diversly growing community. Our local Chamber of Commerce reported approximately 10,000 people were in attendance for our 2024 Columbus Days celebrations. Celebrations that included concerts, beer garden, food trucks and more. Just this year Columbus also opened a horse track and casino which has proven to bring new faces into the downtown shops. Imagine what we could do in the evenings with more lighting to lengthen the stay, to entertain and to welcome this influx of consumers and neighbors.

Attending and taking part in downtown events is something my family is quite familiar with. We have been involved with countless performances, parades, shows and concerts throughout the years and I would love to see more visitors experience the downtown as a space that is engaging and fun. The use of colors, in addition to white lighting would enhance the downtown mural, artwork and beauty of the park itself, which would also encourage more variety of evening entertainment during the week and weekends. We need to modernize the downtown area by blending the hometown feel with a current "vibe" to entice the younger generations to look at Frankfort Square as a relevant space to gather, network and thrive. I believe the installation of this lighting has an important part to play in its success.

Since these are eco-friendly and energy-efficient lighting systems, this will help reduce costs for the city, which long term means less waste, less labor and be more of an investment in our park. Our local downtown retail businesses would prosper from additional foot traffic as would our restaurants and bars. The benefits of this lighting would certainly spill into the daytime for our residents, shoppers and those working in the area. By illuminating Frankfort Square, in our "Trackside District" in the evenings, we are improving our standards and marketability to future shops and experiences.

I am proud to endorse this proposed project. Thank you for your consideration. Your help has the potential to make a positive change in our community and in the lives of all of us who are proud to be part of our downtown and we would love your support.

Sincerely,

Kimberly Henggeler  
765 9<sup>th</sup> Avenue – Home  
3121 13<sup>th</sup> Street – Business, RSVP Designs  
Columbus, NE 68601



TRAX Creative District  
2500 14th Street, STE 3  
Columbus, NE 68601

Dear Selection Committee,

The Columbus TRAX Creative District would like to express our support for the efforts of the Permanent Lighting Project in Columbus' Traxside District. We believe this development could present our district and the mission that we pursue with vast benefits in economic growth, artwork preservation and exposure, and the safety of the area.

This Permanent Lighting Project would illuminate one of the prominent features of our Traxside District, our beloved Frankfort Square. Lighting this area would allow for expansive programming opportunities for several community entities, the foundation for a budding nightlife, and its own engaging entertainment allowing for several economic advantages.

Our Traxside District contains several pieces of public art. Currently, 7 artworks would be positively affected by the Permanent Lighting Project including, 3 murals and 4 sculptures. 2 murals would be directly impacted by this proposal. These murals would be receiving lights to specifically illuminate them during the night as a part of this project. The pride of the park, our memorial sculpture, would also be enhanced with its own lighting allowing it to shine proudly during all hours of the day. The other mural and sculptures that currently receive no residual lighting would now be made visible after sundown.

We also believe in the safety this project would provide our community. Many of those exposed to the Frankfort Square area after dark do not feel safe causing them to not engage with the space. When the Square lies in a central part of our district, this greatly impacts people's exposure to the full expansion of our downtown. This lighting would open up the walkability of the Traxside District after dark. The possibilities of the patronage and engagement of the many businesses and amenities the district offers would be broadened immensely.

The Columbus TRAX Creative District proudly supports this funding opportunity for the Permanent Lighting Project. We are excited to not only support, but also aid in the City's efforts to revitalize, grow, and enhance our treasured Traxside District for all who live in and visit Columbus.

Sincerely,

A handwritten signature in black ink, appearing to read "Elley Coffin".

Elley Coffin  
Community Coordinator



**COLUMBUS IN  
ACTION, INC.**

2204 14TH ST, COLUMBUS, NE

402-606-1449

COLUMBUSINACTION.COM

EXECUTIVEDIRECTOR@  
COLUMBUSINACTION.COM

**BOARD OF DIRECTORS**

TOM LOSEKE

*PRESIDENT*

KATHY FUCHSER

*VICE PRESIDENT*

JORDAN MUELLER

*TREASURER*

AMY BLASER

SHELLEY FRAUENDORFER

RICH JABLONSKI

NICOLE SAALFELD

JEANNE SCHIEFFER

AMY WILLIAMS

Dear Business Improvement District Members,

Columbus In Action fully supports the installation of permanent lights in Frankfort Square. This initiative is crucial for enhancing Downtown Columbus, aligning with our efforts to revitalize public spaces through projects like the Columbus Innovation Center and the Historic Theater Project.

The lights will add vibrancy and create a welcoming atmosphere, encouraging community engagement year-round. This project fosters a sense of pride and transforms Downtown Columbus into a lively hub, showcasing the city's growth potential.

We look forward to collaborating on this project and appreciate your commitment to improving our city. Please let us know how we can assist further.

**STAFF**

NICOLETTE COBLE

*EXECUTIVE DIRECTOR*

Sincerely,  
Nicolette Coble  
Executive Director  
Columbus In Action

# *Loup River Bridge Trail*

## **CVB Grant Application**



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## GRANT APPLICATION

This section includes the official grant application form submitted to the Convention and Visitors Bureau (CVB). The form outlines the basic details of the Loup River Trail Project, including project scope, budget summary, and intended outcomes.

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## PROJECT NARRATIVE

The Project Narrative provides a detailed description of the Loup River Trail Project, including its goals, timeline, and the importance of incorporating a pedestrian trail crossing on the Loup River Bridge. This section explains the project's impact on the local community, regional tourism, and outdoor recreation opportunities.

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## PROJECT BUDGET

This section presents a comprehensive budget for the project, including a breakdown of the estimated \$3,000,000 cost. It highlights funding sources such as the Nebraska Game & Parks RTP contribution, sales tax revenue, and the funding gap that needs to be filled.

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## BOARD LIST AND INFORMATION

This section provides the names and roles of the Board members overseeing the project, along with information on recent meetings and key decisions made.

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## LETTERS OF SUPPORT

This section includes letters of support from key stakeholders and partner organizations, such as community organizations, and recreational groups. These letters highlight the broad support for the Loup River Trail Project and its expected benefits to the region.

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## 2024 Visitor Improvement Fund Grant Application

*Please attach the following documents relating to your organization:*

1. List of Board of Directors
2. Copy of bylaws
3. Schedule of Board meetings
4. Copy of determination letter from the IRS confirming tax exempt status.

Please type the following information or print legibly.

|                                              |                                                 |                                               |
|----------------------------------------------|-------------------------------------------------|-----------------------------------------------|
| <u>City of Columbus</u><br>Organization Name | <u>47-6006144</u><br>Tax ID Number              |                                               |
| <u>Jean Van Iperen</u><br>Contact Person     | <u>Planning &amp; Econ Development</u><br>Title |                                               |
| <u>2500 14 St PO Box 1677</u><br>Address     |                                                 |                                               |
| <u>Columbus</u><br>City                      | <u>NE</u><br>State                              | <u>68602-1677</u><br>Zip                      |
| <u>402-562-4273</u><br>Telephone             | <u>402-563-1380</u><br>Fax                      | <u>jean.vaniperen@columbusne.us</u><br>E-mail |

Our organization is  Publicly Owned  501(c)3/501(c)4

### **Attendance**

Annual attendance to your facility 13,200

% of visitors from outside Platte County 15%

Method used to determine attendance and % of visitors Mobile Data Tracking

Is your attraction open to the public? X Yes        No

***Please check one or more of the following which describe(s) your organization.***

       Educational        X   Artistic        X   Cultural  
  X   Recreational             Historical        X   Entertainment

Explain:

The City can describe itself as providing recreation, cultural, artistic, and entertainment programming due to its wide range of community offerings. Through parks, trails, and sports leagues, the City promotes active recreation. It also supports cultural and artistic expression through public art projects, festivals, and exhibitions. With events like live music and family-friendly festivals, the City fosters a vibrant, inclusive community that engages residents and enhances quality of life.

Total Project Cost \$ \$3,000,000

Visitor Improvement Funds requested for this project \$ 106,000

A detailed budget worksheet must be included.

See attached

***Please provide a brief description of the project. (If additional room is needed an additional page may be attached.) Description must be limited to no more than one page.***

See Attached Narrative

***How will this project increase visitation to or encourage visitors to stay longer in Columbus/Platte County?***

The Loup River Bridge Trail project will increase visitation to Columbus and Platte County by creating a unique and scenic recreational experience attracting both outdoor enthusiasts and casual visitors. The trail will provide a safe and accessible route for walking, biking, and nature observation, connecting key areas and encouraging visitors to explore the natural beauty of the region.

As a key part of the larger trail network, the Loup River Bridge Trail will draw in visitors looking for outdoor adventure, including cyclists, hikers, and families. Its connection to other parks, trails, and local attractions will offer extended opportunities for visitors to explore the area, making it easier for them to spend more time enjoying Columbus and its surroundings.

Additionally, the trail will serve as a destination in itself, providing a scenic route over the Loup River with picturesque views, wildlife observation points, and outdoor recreation spaces. These features will enhance the overall visitor experience and encourage tourists to stay longer, whether to enjoy additional outdoor activities, dine at local restaurants, or explore cultural attractions in the area. By increasing connectivity and offering a high-quality recreational experience, the Loup River Bridge Trail will help boost tourism and extend visitors' stays in Columbus and Platte County.

***What other agencies or groups are co-sponsoring the project?***

This project when presented to the Nebraska Department of Transportation was presented as a joint effort between the City of Columbus, Columbus Area Chamber of Commerce, Columbus Area Convention and Visitors Bureau, Lower Loup Natural Resource District (LLNRD), Nebraska Game and Parks, Platte County, and Columbus Area Recreational Trails (CART).

Moving forward we are hoping these entities will still be driving forces in its development

***If this project is not awarded the entire requested amount will you continue the project?***

Early estimates for the project were \$1.5 million, but costs have since risen to \$3 million due to the Nebraska Department of Transportation's decision that the City must cover the infrastructure supporting the bridge trail. If this funding gap cannot be closed, the City may be unable to move forward with the trail project.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <p><b>Signature of applicant</b> (I signify that, if awarded, grant funds will only be used for improvements to visitor attractions owned by the public or any nonprofit organization, as the Nebraska Visitors Development Act, Neb. Rev. Stat. §81-3701 through §81-3724, et seq. (as amended from time to time) provides, as outlined in this application)</p> <p>X </p> | <p><b>Date</b></p> <p>09/23/2024</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|

**A project budget and letters of support (minimum of 3) MUST be attached.**

### **Loup River Bridge Trail Project Description**

The Loup River Bridge Trail Project is an initiative aimed at enhancing connectivity and recreational opportunities in the City of Columbus. This new 1,289 feet 10-foot-wide, non-motorized trail made of 10-inch thick reinforced concrete, will connect the city's amenities, residents, and visitors on the north side of the Loup River and Loup River levee to the planned recreational development on the south side of the Loup River. The project is a collaborative effort involving the City of Columbus, Columbus Area Chamber of Commerce, Columbus Area Convention and Visitors Bureau, Lower Loup Natural Resource District (LLNRD), Nebraska Game and Parks, Platte County, and Columbus Area Recreational Trails (CART).

### **Project Overview**

In January 2022, the City of Columbus requested the Nebraska Department of Transportation incorporate a pedestrian trail crossing into the design of the proposed southbound Loup River Bridge, scheduled for construction in 2025. The request was accepted and added to the plan. The trail will extend from the existing path atop the Loup River levee west of the bridge, continuing eastward to the new southbound bridge and crossing the river on its west side. It will provide a safe and scenic connection between the Pawnee Park Trail on the north side of the Loup River and future trails along US30/US81 to the south. The trail will allow users to safely take in the natural beauty of the Loup River, the surrounding landscape, and the diverse wildlife in the area. Construction is set to begin in the fall of 2025, with completion anticipated by the fall of 2027.

### **Integration with a Larger Infrastructure Project**

The Loup River Bridge Trail is part of a larger bridge project being conducted by the Nebraska Department of Transportation (NDOT). The NDOT is overseeing all environmental assessments and approvals for the project, ensuring the trail is developed in compliance with environmental regulations and best practices. By integrating the trail into the bridge project, the City of Columbus and its partners are maximizing resources and creating a cohesive, multi-functional infrastructure that serves both transportation and recreational needs. This collaboration with NDOT not only streamlines the project's implementation but also reinforces the commitment to sustainable development and environmental stewardship.

### **Enhancing Connectivity and Inclusivity**

A key feature of this project is its role in bridging the gap between the disadvantaged area east of the highway and Pawnee Park on the west side. The trail will provide a direct, safe, and accessible route, facilitating greater social inclusion and mobility for residents from the nearby underserved census tract. This improved connectivity will allow these residents to easily access the natural beauty and recreational opportunities in Pawnee Park, promoting equity and enhancing the quality of life in the community.

### **Trail Design and Features**

The Loup River Bridge Trail is designed with inclusivity in mind. It will feature a wide ADA assessible concrete path that accommodates users of all ages and abilities. The trail will serve as a recreational link, offering residents and visitors a scenic route that enhances their overall outdoor experience.

### **Strategic Collaboration and Funding**

The new southbound bridge presents a unique opportunity to create a vital pedestrian connection between the north and south sides of Columbus. Currently, the sidewalk on the northbound bridge is underutilized due to its width and surface conditions, but adding a trail to the southbound bridge will fill a much-needed gap in recreational access. This planned trail will strategically connect to the southwest public access point on the Loup River, eliminating the need for pedestrians to cross the busy divided Highway 81 north of the signalized intersections at Highway 81 and Highway 30. The Loup River has been identified by the national Rails to Trails program as the most significant obstacle to creating trail connections through Columbus. This project directly addresses that challenge. The City of Columbus, along with its partners, is committed to covering the local cost of the trail addition. Potential funding sources include the City's sales tax, Platte County/Columbus Visitors Bureau infrastructure grants, LLNRD grant funding, and Nebraska Game and Parks trails programs. Early estimates for the project were \$1.5 million, but costs have since risen to \$3 million due to the Nebraska Department of Transportation's decision that the City must cover the infrastructure supporting the bridge trail. If this funding gap cannot be closed, the City may be unable to move forward with the trail project.

### **A Community-Driven Project**

Columbus has a strong history of coming together to successfully complete major projects, and the Loup River Bridge Trail is no exception. The City of Columbus is dedicated to increasing recreational amenities for its citizens, and this trail project is a testament to that commitment. By creating a new recreational pathway that connects different parts of the city, this project will significantly enhance the quality of life for residents and visitors alike, making Columbus an even more vibrant and connected community.

# Loup River Trail Project Budget

Total Project Budget: \$3,000,000

---

## Funding Sources:

1. **Sales Tax Revenue**  
Contribution: \$1,500,000
  2. **Other Sources / To Be Determined**  
Contribution: \$1,500,000
- 

## Proposed Budget Breakdown:

1. **Construction Costs (Trail and Bridge Infrastructure)**  
Estimated Cost: \$2,000,000  
*Includes materials, labor, and equipment for the trail crossing and bridge integration.*
  2. **Engineering and Design**  
Estimated Cost: \$300,000  
*Covers design plans, surveys, and environmental assessments.*
  3. **Permits and Legal Fees**  
Estimated Cost: \$50,000  
*Includes costs associated with permits, land use, and legal documentation.*
  4. **Signage and Trail Amenities**  
Estimated Cost: \$100,000  
*Covers informational signage, benches, bike racks, and safety features.*
  5. **Landscaping and Environmental Restoration**  
Estimated Cost: \$150,000  
*For revegetation, erosion control, and integrating the trail into the surrounding environment.*
  6. **Project Management and Contingency**  
Estimated Cost: \$250,000  
*Covers project oversight, administration, and a contingency buffer for unexpected costs.*
  7. **Public Outreach and Education**  
Estimated Cost: \$50,000  
*Costs for public engagement, marketing, and educational materials to promote the trail.*
  8. **Maintenance Fund (Initial Setup)**  
Estimated Cost: \$100,000  
*Establishes an initial fund for long-term trail upkeep and repairs.*
-

**Funding Gap: \$1,500,000**

**Nebraska Game & Parks (Recreational Trails Program - RTP)**

Grant: \$250,000

**Columbus Area Convention & Visitors Bureau (Improvement Fund Grant)**

Grant: \$106,000

**Additional Grants or Other City Sources**

\$1,144,000



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

Current members of the City Council

**Mayor Jim Bulkley**

**1<sup>st</sup> Ward**      Charlie Bahr  
                      Cynthia Alarcon

**2<sup>nd</sup> Ward**      Katherine Lopez  
                      Troy Hiemer

**3<sup>rd</sup> Ward**      Richard 'Rich' Jablonski  
                      Ron Schilling

**4<sup>th</sup> Ward**      J Prent Roth  
                      Hope Freshour

## 16-101. Cities of the first class, defined; population required.

All cities having more than five thousand and not more than one hundred thousand inhabitants as determined by the most recent federal decennial census or the most recent revised certified count by the United States Bureau of the Census shall be known as cities of the first class. The population of a city of the first class shall consist of the people residing within the territorial boundaries of such city and the residents of any territory duly and properly annexed to such city.

Source: Laws 1901, c. 18, § 1, p. 226; R.S.1913, § 4804; C.S.1922, § 3972; C.S.1929, § 16-101; R.S.1943, § 16-101; Laws 1965, c. 85, § 3, p. 328; Laws 1993, LB 726, § 5; Laws 2017, LB113, § 9.

### Annotations

Where the population of city of first class as shown by the last ten-year United States census drops below population of a city of such classification, it becomes automatically a city of second class. *State ex rel. Cashman v. Carmean*, 138 Neb. 819, 295 N.W. 801 (1941).

A city of the first class that adopts a "home rule" charter is a creature of law, and its corporate acts are governed by this chapter. *Falldorf v. City of Grand Island*, 138 Neb. 212, 292 N.W. 598 (1940).

Provisions of the charter for a city of the first class appear in this chapter. *City of Fremont v. Lea*, 115 Neb. 565, 213 N.W. 820 (1927).

Classification of cities is constitutional. *State ex rel. Jones v. Graham*, 16 Neb. 74, 19 N.W. 470 (1884).

City is estopped to defend against waterworks bonds in hands of innocent purchasers where such bonds reflect city certified in bond that they were legally issued, it having plenary power so to do, though the bonds cited the wrong statutory section as authority therefor. *City of Beatrice v. Edminson*, 117 F. 427 (8th Cir. 1902).

## CHAPTER 30: FORM OF GOVERNMENT

### Section

#### *Mayor*

30.01 Duties and powers; term; ordinances

#### *City Council*

30.15 Powers

30.16 Committees

30.17 Meetings

30.18 Organization; qualifications

30.19 President of the Council

30.20 City Council rules

30.21 Removal; failure to attend meetings

### **MAYOR**

#### **§ 30.01 DUTIES AND POWERS; TERM; ORDINANCES.**

(A) The Mayor shall be elected to serve a four-year term of office. The Mayor shall preside at all the meetings of the City Council and shall have the right to vote on any such matter when the Mayor's vote will provide the additional vote required to create a number of votes equal to a majority of the number of Members elected to the City Council. The Mayor shall have the superintending control of all the officers and affairs of the City and shall take care that the State and City law are complied with. The Mayor may administer oaths and shall sign the commissions and appointments of all the officers appointed in the City. The Mayor shall have the power to approve or veto any ordinance passed by the City Council and to approve or veto any order, bylaw, resolution, award or vote to enter into any contract or the allowance of any claim; provided, that any ordinance, order, bylaw, resolution, award or vote to enter into any contract or the allowance of any claim vetoed by the Mayor may be passed over the Mayor's veto by a vote of two-thirds of all the Members elected to the City Council. If the Mayor neglects or refuses to sign any ordinance, order, bylaw, resolution, award or vote to enter into any contract or the allowance of any claim and returns the same with the Mayor's objection in writing at the next regular meeting of the City Council, the same shall become law without the Mayor's signature. The Mayor may veto any item or items of any appropriation bill and approve the remainder thereof. The item or items so vetoed may be passed by the City Council over the Mayor's veto as in other cases. The Mayor shall communicate to the City Council such information and recommend such measures as in the Mayor's opinion may tend to improve the City, and may have such jurisdiction as may be vested in the Mayor by ordinance over all places within two miles of the corporate limits of the City for the enforcement of health or quarantine laws and the regulation thereof. The Mayor shall have the power after the conviction of any person to remit fines and forfeitures and to grant reprieves and pardons for all offenses arising under the laws of the City. In the event that there is a vacancy in the office of Mayor, or in the event the Mayor is absent or unable to fulfill the duties and obligations of the Mayor's office, the President of the Council shall exercise the powers and duties of the office until the vacancy shall be filled, the disability is removed or in the case of temporary absence, until the Mayor returns.

(Neb. RS 16-312 to 16-316 and 32-568)

(B) All ordinances and resolutions or orders for the appropriation or payment of money shall require for their passage or adoption the concurrence of a majority of all Members elected to the City Council. The Mayor may vote on any such matter when the Mayor's vote will provide the additional vote required to create a number of votes equal to a majority of the number of Members elected to the City Council, and the Mayor shall, for the purpose of the vote, be deemed to be a Member of the City Council. Ordinances of a general or permanent nature shall be read by title on three different days unless three-fourths of the City Council Members vote to suspend this requirement, except that the requirement shall not be suspended for any ordinance for the annexation of territory. In case the requirement shall be suspended, the ordinances shall be read by title or number and then moved for final passage. Three-fourths of the City Council Members may require a reading of any such ordinance in full before enactment under either procedure set out in this section.

('63 Code, §§ 1-5-1, 1-5-2 and 1-5-4)

#### **Statutory reference:**

*Mayor; election at large, see Neb. RS 32-534*

*Similar state laws, see Neb. RS 16-312 through 16-316, 16-404, 32-568*

### **CITY COUNCIL**

#### **§ 30.15 POWERS.**

All of the governmental powers of the City shall be vested in the City Council.

('63 Code, § 1-6-1)

**§ 30.16 COMMITTEES.**

The City Council may, by resolution, divide and distribute its work precedent to the exercise of legislative power into such number of standing and special committees as the City Council may from time to time deem necessary or expedient and may from time to time by resolution name and prescribe the powers and duties of the committees. Until such further division and distribution of work, the committees of the City Council and their powers and duties shall be as already established.

('63 Code, § 1-6-2)

**§ 30.17 MEETINGS.**

(A) Regular meetings of the City Council shall be held in the Council Chambers on the first and third Monday of each month at 7:00 p.m. However, the regular meetings may be changed from time to time, pursuant to the policy of the City Council adopted by resolution. The regular meeting shall be changed or modified by call of the Mayor or at least four Members of the City Council. Special meetings of the City Council shall be held in the Council Chambers upon call by the Mayor or at least four Members of the City Council and the day, hour and purpose thereof shall be set forth in the call.

(B) Notice of every special meeting shall be given to each City Council Member by notifying the City Council Member personally, by telephone, or by leaving a verbal message at the City Council Member's usual place of business or residence.

('63 Code, § 1-6-3) (Ord. 96-06, passed 2-19-96)

**§ 30.18 ORGANIZATION; QUALIFICATIONS.**

City Council Members of this City shall take office and commence their duties on the first regular meeting in December following their election. The newly elected City Council Members who have qualified as prescribed by law, together with the Members of the City Council holding over, shall assemble in a regular meeting at the hour and place prescribed in this Code and perfect the reorganization of the City Council as herein provided, and all appointive offices in which the terms of incumbents are expired shall be filled by appointment. After the meeting has been called to order, the City Clerk shall report to the City Council the names of all City Council Members-elect who have qualified for their respective offices, and this report shall be spread upon the minutes of the meeting preceding the roll call. Each ward of the City shall be represented by at least two City Council Members. No person shall be eligible who is not at the time of election an actual resident of the ward for which the person is qualified and a registered voter. If any City Council Member moves from the ward from which the City Council Member was elected, that Member's office shall thereby become vacant.

('63 Code, § 1-6-4)

**Cross-reference:**

*Elections, see Ch. 36*

**Statutory reference:**

*Change from ward to at-large, see Neb. RS 32-554*

*Council Member qualifications, see Neb. RS 16-302.01*

*Vacancies, see Neb. RS 32-560*

*Wards, term, see Neb. RS 32-534*

**§ 30.19 PRESIDENT OF THE COUNCIL.**

The City Council shall elect one of its own body each year who shall be termed the President of the Council and who shall preside at all meetings of the City Council in the absence of the Mayor. In the absence of the Mayor and the President of the Council, the City Council shall elect one of its own body to occupy that place temporarily who shall be termed Acting President of the Council. Both the President of the Council and the Acting President of the Council, when occupying the position of the Mayor, shall have the same privileges as the other Members of the City Council, and all acts of the President of the Council, or Acting President of the Council, while so acting, shall be as binding upon the City Council, and upon the City as if done by the elected Mayor.

(Neb. RS 16-402) ('63 Code, § 1-6-5)

**§ 30.20 CITY COUNCIL RULES.**

(A) At the first meeting in July of the City Council following any general and regular City election, the City Council shall, by resolution, pass and adopt such rules of procedure and order of business as may be deemed necessary to ensure orderly, efficient and lawful conduct of its affairs, and the rules, when so adopted, shall constitute the standing rules to govern proceedings at all regular and special meetings of the City Council, provided that provision may be made in the rules for amending, temporarily suspending or rescinding any rule or portion thereof. Additional rules may further be adopted from time to time at the discretion of the City Council.



August 23, 2024

To whom it may concern,

For decades, the Columbus Area Recreational Trails organization, better known as CART, has advocated for trails in the Columbus, Nebraska community. CART is a non-profit, volunteer-driven organization advocating for trails and human-powered modes of transportation.

CART is supporting the City of Columbus' application for funds to have a trail on the newly constructed southbound Hwy 81 bridge. We would be remiss to not lend our support to the current efforts to build a trail adjacent to the bridge over the Loup River.

There are many reasons that this bridge and corridor can help this community and since CART's purview is trails, we will focus on that opportunity. There are over 2 miles of trails in Pawnee Park, one of which sits under the current Hwy 81 bridges. The current pedestrian access over the Loup River is not adequate and a wider trail would be a great connection between the existing Pawnee Park trails and the residents south of the river.

Another reason for the trail addition to the bridge is The Great American Rail Trail. This is a trail that will travel from Washington, DC to Washington state, and is currently proposed to route through Columbus. However, not all trails are complete and there is a large gap between Brainard, Nebraska where the Oak Creek Trail finishes, and Columbus. CART and the Nebraska Trails Foundation are working on a trail connection between that existing trail and Columbus. One of the biggest challenges is getting over the river. The trail can use this bridge to cross the Loup River. This would be good for both recreation and tourism within Nebraska and our local community. Having a link between the existing trails in Pawnee Park (City of Columbus) and a trail going south would benefit the citizens as well as the city and businesses along the Great American Trail route. CART is passionate about assisting in developing this recreation and alternative transportation system and will work with all partners for this project.

CART respectfully requests that the funding application be fully considered for the city of Columbus so that this project can move forward to construction. Thank you sincerely for your attention to this project.

Sincerely,

Erika Kim  
CART President

August 28, 2024

I have been an active Columbus community member for over 30 years and have served on many community organizations and boards, including over a decade on the Columbus Public School Board, over three decades of supporting our local Both Scouts of America (Eagle Scout/Silver Beaver), Columbus Area Chamber of Commerce (prior Board member and Board Chair), United Way Board, Habitat for Humanity Board – and many others. I currently serve as a Commissioner for the Nebraska Game and Parks Commission representing the 18 northeast Nebraska counties.

I am writing this letter advocating my strong support for the continued development of our trail system – specifically the expansion of our trails to the south of Columbus! Specifically – adding trails to the south will:

- Connect residents and visitors to the south side of the Loup River and property on the south side of the river!
- Connect with the proposed Rails to Trails program which has the potential to attract tourism and boost local businesses by connecting the community to regional trails!
- Add to our Quality of Life!!

As a past Chamber Board member and Board Chair, for many years we have shared that a significant untapped asset of our community is access to our river and the beauty of that area! Expansion of trails to the south of town will definitely do this!!

Although I am 100% confident all the organizations I am involved in would support expansion of the trails, as one member I am not able to speak on behalf of the organizations – just share my opinion! As a long term community member, we need projects like these to attract and retain our future citizens – so please support our community!

Thank you!!

## Ken Curry

Ken Curry  
1511 31<sup>st</sup> Street  
Columbus NE 68601  
402 276-7442

August 23, 2024

Re: Columbus, NE Recreation Trails Grant Application for US Highway 30/81 trail connection over the Loup River

On behalf of Rails to Trails Conservancy, please accept this letter of support for the City of Columbus's Recreational Trails Program grant application. Rails to Trails Conservancy appreciates the city's efforts to thoughtfully add a safe trail connection across the new US Highway 30/81 bridge crossing the Loup River as it is built.

Columbus lies along the route of the Great American Rail-Trail, the nation's first cross-country, multiuse trail that extends between Washington, DC and Washington state. The trail itself is over 55% complete, and Rails to Trails Conservancy is working with hundreds of partners across the country to help close the remaining gaps in the trail. Columbus has been a strong supporter of trails and has identified a route through town that incorporates several existing trails and identified gaps and how to close them.

As the Great American Rail-Trail heads north from Lincoln to Norfolk, it will need to cross the Loup River into Columbus. The bridge over the Loup River along the western side of US Highway 30/81 is the most viable option for this crossing.

Accommodating trail users along the bridge across the Loup River will most greatly benefit the residents of Columbus and the surrounding area who are likely to use it even more frequently than long-distance trail users, especially to access Pawnee Park. It is imperative to provide these kinds of safe, separated trail facilities when bridges and roads are being redesigned and rebuilt.

A project like this is an excellent use of Recreational Trails Program funding, and we thank you for your consideration of this important application.

Sincerely,

Kevin Belle  
Project Manager, Great American Rail-Trail  
Rails to Trails Conservancy  
[kbelle@railstotrails.org](mailto:kbelle@railstotrails.org)

[greatamericanrailtrail.org](http://greatamericanrailtrail.org)  
#GRTAmerican | @greatamericanrailtrail



**PLATTE COUNTY**

**2024 IMPROVEMENT FUND GRANT GUIDELINES AND APPLICATION**

**PURPOSE OF FUNDS**

The purpose of the Platte County Improvement Fund grant is to provide funding for the improvement of existing or creation of new visitor attractions and facilities in Platte County. The funds available through this program are provided from the lodging tax revenue fund and are to be used for visitor attractions or recreational facilities that attract visitors to Platte County, Nebraska, owned by the public or any nonprofit organization, as the Nebraska Visitors Development Act, Neb. Rev. Stat. §81-3701 through §81-3724, et seq. provides.

**USE OF FUNDS**

Tax revenues are deposited in one or both of two funds: 1) a County Visitors Promotion Fund and/or 2) a County Visitors Improvement Fund.

For the County Visitors Promotion Fund, a maximum 2% lodging tax can be collected for use in tourism promotion and marketing, but not for construction of attractions or other tourism facilities.

For the County Visitors Improvement Fund, a maximum 2% lodging tax can be collected for: 1) making grants for planning, construction, renovation, expanding, and improving attractions owned by the public or any nonprofit organization (except for attractions where pari-mutuel wagering is conducted), or 2) tourism promotion and marketing, when the attractions in a county are determined to be adequate and not needing improvement. Revenues in only the County Visitors Improvement Fund can be used for capital construction, and must be for attractions that are open to the public and are of educational, cultural, historical, artistic, or recreational significance. Revenues may also be used for acquiring or expanding exhibits for existing attractions. The maximum grant from the Improvement Fund cannot be greater than the annual proceeds from a 1% lodging tax for a term not to exceed 20 years.

Revenues in both funds can be used for printing brochures, erecting signs, mass media advertising, and other tourism promotion and marketing.

**CRITERIA FOR GRANTS:**

Applications for funding from the Improvement Fund will be considered based on the Committee's assessment of these criteria:

- a project's potential to draw overnight guests to Platte County will be given priority consideration.
- long-term investment in the community, and will provide a good "rate of return" to the region comparing the amount of money requested with the total revenue from out-of-town.
- is unique to the area; something that can be identified with Platte County and when visitors think of the attraction, they think of Platte County.
- will encourage and solicit attendance from the general public.
- attraction must generate positive visibility for Platte County.

## **EXCLUSIONS**

No part of the grant funds may be used for:

- general operating funds
- for additional or current personnel salaries
- for supplies and equipment
- for general maintenance of an existing facility
- for items not included in the approved grant application
- in any manner that would violate the Nebraska Visitors Development Act, Neb. Rev. Stat. §81-3701 through §81-3724, et seq. All grants are discretionary, based upon available funds, other anticipated uses, appropriateness and anticipated effectiveness of proposed use.

## **APPLICATION PROCESS**

### **APPLICATION**

Each grant application must include a complete grant application; project description, timeline and budget; contractor bids, proof of nonprofit status and letters of support (minimum of 3). No faxed or emailed copies of the grant will be accepted. Failure to complete the entire application may result in rejection of your fund request.

### **DEADLINES**

All Visitor Improvement Fund Grant applications must be submitted to the Columbus Area Convention & Visitors Bureau office by 12:00 pm CT Tuesday, October 1, 2024. NO EXCEPTIONS. One original application and 8 complete copies must be submitted at this time. No faxed or email copies will be accepted.

The Columbus Area Convention & Visitors Bureau Advisory Committee will review each grant application. Upon approval or modification by the Platte County Board of Supervisors, considering the Advisory Committee recommendation, notification will be made in writing to the winning applicants.

Projects funded through the Improvement Fund must be completed within 18 months of the date of application approval, unless written authorization of deadline extension is received from Platte County. For projects not completed within the 18-month time frame without written authorization of extension, the grant will immediately be terminated and funds will not be distributed. Multi-year projects must provide a progress report quarterly.

### **PRESENTATION**

- Applicants must be present at the Advisory Committee meeting at which their application is reviewed.
- Applicants will be notified of presentation date & time by the Convention & Visitors Bureau Director.
- Presentations must not be longer than 15 minutes.

## **ANNOUNCEMENT OF AWARD**

Approved applicants will be notified by the Columbus/Platte County Convention & Visitors Bureau and additional paperwork will be required.

## **CONTRACT**

All awards are subject to Platte County (Grantor) and awarded applicant (Grantee) entering into a contract detailing each parties' obligations. If the parties are unable to enter into a mutually agreeable contract, then the awarded grant will be disallowed.

The Grantee will obtain all necessary local and state permits.

## **CREDITING REQUIREMENT**

Upon project completion a permanent sign or plaque acknowledging the Columbus Area Convention & Visitors Bureau's support shall be placed in a prominent location. For multi-year improvement projects, temporary signage acknowledging the support of Columbus Area Convention & Visitors Bureau should be placed in a prominent location.

## **REPORTING**

Thirty days after the completion of the project, or the end of the calendar year for multi-year projects, a report will be submitted to the Convention & Visitors Bureau giving final results or progress toward results. The report must outline if the objectives of the project were met, if not, what were the circumstances that led to the lack of progress. The report will also include copies of all paid receipts/invoices and copies of checks used to pay the invoices. No money will be released until the final report is presented and approved. Furthermore, no money will be released beyond those expenses documented by paid receipts.

## **PAYMENT**

- Grants are paid directly to the grantee, not to vendors of products or services.
- Upon receipt and acceptance of the final project report or the end-of-year progress report, the Columbus Area Convention & Visitors Bureau will request a check from the Platte County Clerk for the payment of grant funds, depending upon availability of funds. This check will be sent by the Clerk directly to the grantee.
- The Platte County Board of Supervisors and the Columbus Area Convention & Visitors Bureau can only use proceeds from the Platte County Visitors Improvement Fund to fund any project herein and shall not obligate itself to use any money outside the Platte County Visitors Improvement Fund to fund any project herein.
- Furthermore, the Convention & Visitors Bureau shall not give multi-year grants (taking into consideration all other grants) that obligate Platte County to amounts over and above amounts accruing in the Improvement Fund through the collection of the 2% Lodging Tax.

## **REVIEW PROCESS**

Grants are discretionary, based upon available funds, other anticipated uses, appropriateness and anticipated effectiveness of the accepted project. Furthermore, said project must continue to comply with the Nebraska Visitors Development Act, Neb. Rev. Stat. §81-3701 through §81-3724, et seq.



## 2024 Visitor Improvement Fund Grant Application

**Please attach the following documents relating to your organization:**

1. List of Board of Directors
2. Copy of bylaws
3. Schedule of Board meetings
4. Copy of determination letter from the IRS confirming tax exempt status.

Please type the following information or print legibly.

|                                       |                              |
|---------------------------------------|------------------------------|
| City of Columbus Parks and Recreation | 47-6006144                   |
| Organization Name                     | Tax ID Number                |
| Betsy Eckhardt                        | Park and Recreation Director |
| _ Contact Person                      | Title                        |
| 2500 14th Street, Suite 3             |                              |
| Address                               |                              |
| Columbus                              | Nebraska                     |
|                                       | 68601                        |
| City                                  | State                        |
| 402-562-4234                          | betsy.eckhardt@columbusne.us |
| Telephone                             | E-mail                       |
|                                       | Fax                          |

Our organization is  Publicly Owned  501(c)3/501(c)4

### Attendance

Annual attendance to your facility 77,000  
% of visitors from outside Platte County (# to be provided by CVB)

Method used to determine attendance and % of visitors Placer A.I

Is your attraction open to the public?  Yes  No

**Please check one or more of the following which describe(s) your organization.**

Educational       Artistic       Cultural  
 Recreational       Historical       Entertainment

Explain:

Sertomaland Playground at East Pawnee Park is located next to the large rent-able picnic shelter. It is currently the only inclusive playground in the Columbus Park systems.

Total Project Cost \$ 431,212

Visitor Improvement Funds requested for this project \$ 65,000

A detailed budget worksheet must be included.

**Please provide a brief description of the project. (If additional room is needed an additional page may be attached.) Description must be limited to no more than one page.**

The Sertomaland Playground is one of our most popular playgrounds in Pawnee Park. It has exceeded its lifespan and has gotten a lot of wear and tear over its 25+ years of life. It was, for a large portion of time, the only inclusive playground in Columbus and is still the only inclusive playground in the Columbus Park and Recreation playground system. Sertomaland is located just adjacent to the most rented park shelter in our park system. In 2024 alone, this area has been rented for graduations, numerous family reunions, church gatherings, and by company's to celebrate their employees. The playground has many safety issues that we can no longer correct due to its age, and our inability to get replacement parts due to its age. The new Sertomaland playground will be all inclusive. The playground will serve children 2-12 years in age. It will have 12 elevated events, 2 transfer accessible events, 6 ramp accessible events, and 13 ground events (please see attached renderings). This playground will not only serve the children of Platte county but also the many visitors that come to Platte County to visit Pawnee Park.

***How will this project increase visitation to or encourage visitors to stay longer in Columbus/Platte County?***

Pawnee Park is considered the Picnic Capital of Nebraska. According to the Placer AI system Pawnee Park gets 77,000 visitors a year. This new playground will enhance visitors stay in Platte County by giving the visitors a safe, new and inclusive playground with innovative design and features. The playground will encourage visitors to the Plunge, Memorial Stadium, Quality Inn and the Pawnee Park Baseball Field incentive to expand their visit to the park due to its inclusive play abilities. As you know we get many visitors to Pawnee Park/ Plunge due to the extensive tournaments we host throughout the community in the summer time. Not only do we host tournaments at Pawnee Park but also at Wildnerness, Gerrard, and Bradshaw. Through discussion with many of the teams/organizations that utilize these parks many also visit Pawnee Park as they stay in Quality Inn or visit the Pawnee Plunge. Having an additional attraction will increase the visitor experience to the park, Columbus and Platte County.

***What other agencies or groups are co-sponsoring the project?***

City of Columbus will be sponsoring this project through the Capital Improvement Budget which is funded through sales tax. We also have a grant out to the Nebraska Games and Parks for the Land and Water Conservation Fund grant in the amount of \$215,606.00. We will also be approaching the Sertoma groups to see if they would be willing to donate to either the playground structure itself or the amenities, such as park benches or a water fountain/bottle filler station. The City of Columbus also has funds in their 24/25 capital budget to redo the adjacent shelters roof, ceiling and electrical.

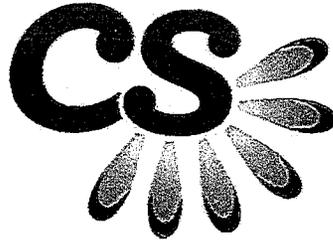
***If this project is not awarded the entire requested amount will you continue the project?***

We will continue to explore other funding resources and will continue with the project as long as we are awarded the LWCF grant.

|                                                                                                                                                                                                                                                                                                                                                                                                  |                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <p><b>Signature of applicant</b> (I signify that, if awarded, grant funds will only be used for improvements to visitor attractions owned by the public or any nonprofit organization, as the Nebraska Visitors Development Act, Neb. Rev. Stat. §81-3701 through §81-3724, et seq. (as amended from time to time) provides, as outlined in this application)</p> <p>X <i>Betsy Eckhardt</i></p> | <p><b>Date</b><br/>09/09/2024</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|

**A project budget and letters of support (minimum of 3) MUST be attached.**

# QUOTATION



## Creative Sites, LLC

11506 Pierce Street  
Omaha, NE 68144  
402-614-4606

Date: April 18th, 2024

Customer: City of Columbus #58937  
Attn: Betsy Eckhardt  
2500 14th St., Ste. 3  
Columbus, NE 68602

Project: Playground Improvements

**BCI Burke Company #010521-BUR**

|                                      |                  |
|--------------------------------------|------------------|
| NUIN 2-5 Play Structure              | \$32,149         |
| NUIN 5-12 Play Structure             | \$179,735        |
| Additional Posts for Berm Attachment | \$1,195          |
| Less Sourcewell Discount 15%         | (\$31,961.85)    |
| Less BCI Burke Courtesy Discount     | (\$19,039.15)    |
| Freight                              | \$7,280          |
| Installation                         | \$42,500         |
| <b>Total</b>                         | <b>\$211,858</b> |

**Open Market Items**

|                                                          |                     |
|----------------------------------------------------------|---------------------|
| Remove Existing Playground Equipment (Both Areas)        | \$ 5,000.00         |
| Remove/Haul Old Woodchips (Need Local Site)/Sand Back    | \$ 11,500.00        |
| Drainage                                                 | \$ 6,000.00         |
| Pour 4" Concrete Pad for PIP Surfacing 7,392 SF @ \$8 SF | \$ 59,136.00        |
| Seeding & Restoration                                    | \$ 2,000.00         |
| EcoTurf Poured Rubber Surface 7392 sf                    | \$135,717.00        |
| <b>Total</b>                                             | <b>\$219,353.00</b> |

**Project Total** **\$431,211**

\*\*Delivery is 10 weeks ARO.

\*\*This quotation is good for 90 days.

\*\*Terms are net 30.

\*\*Sales tax is not included.

Julie Kutilek  
Creative Sites, LLC

Accepted by



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

August 26, 2024

Columbus/Platte County Convention and Visitors Bureau  
1464 26<sup>th</sup> Ave, Suite 100  
Columbus, NE 68601

Dear Grant Review Team,

I am writing to express my strong support for the Parks and Recreation Department's application for an Improvement Grant to construct a new playground in East Pawnee Park. As the Planning and Economic Development Coordinator for the City of Columbus and the liaison to the Downtown Business Improvement District, I am deeply invested in projects that enhance our community's quality of life. Additionally, as a resident and avid cyclist, I personally recognize the significant impact this new playground will have on our community, particularly for the underserved residents living near the park.

East Pawnee Park is situated adjacent to a residential area that has been identified as underserved according to the Justice 40 initiative. The census tract closest to the park has the highest concentration of households living below the poverty level in our city. For many of these families, opportunities for outdoor recreation and enjoyment of park amenities are limited. The proposed all-inclusive playground will provide a much-needed space where children of all abilities can play, explore, and interact with their peers in a safe and welcoming environment. The playground equipment along with picnic tables and other amenities will also encourage families to spend more time outdoors, fostering stronger community bonds and promoting a healthier lifestyle.

From an economic development perspective, the new playground at East Pawnee Park will serve as an additional attraction for visitors to our area. The park is located on an established biking trail, making it an ideal stop for cyclists and outdoor enthusiasts. By enhancing the park's amenities, we can offer both residents and visitors another enjoyable outdoor option, further enriching their experience in our city.

The creation of this playground aligns with our community's broader goals of inclusivity, accessibility, and sustainable development. It is a project that will undoubtedly benefit our residents, particularly those who are most in need, while also contributing to the overall appeal of our city as a destination for recreation and leisure.

I wholeheartedly support the Parks and Recreation Department's efforts to secure funding for this vital project and respectfully urge you to approve their application. The positive impact of this playground on our community cannot be overstated, and I am confident that it will serve as a cherished resource for years to come.

---

Thank you for your consideration of this application. Please feel free to contact me if you require any additional information or if I can be of further assistance in supporting this important initiative.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jean Van Iperen', with a stylized flourish at the end.

Jean Van Iperen  
Planning & Economic Development Coordinator

August 29<sup>th</sup>, 2024

Columbus/Platte County Convention and Visitors Bureau  
1464 26<sup>th</sup> Ave, Suite 100  
Columbus, NE 68601

Dear Grant Review Team,

I am writing this letter of support for the opportunity to receive grant funds from the Improvement Grant to replace the playground equipment in East Pawnee Park in Columbus NE. I am the vice president of the Columbus Area Chamber of Commerce, and we are located next to Pawnee Park. I have worked at the Columbus Chamber for 23 years and see thousands of visitors that visit this park. We have visitors from all over the state of Nebraska come to Columbus for activities that take place in our Pawnee Park. Track events, baseball games, Pawnee Plunge swimming pool, football games, tennis, golf and the list goes on. What a wonderful opportunity to have new equipment for these families to enjoy while they visit Columbus but also for the 24,000 people who live in Columbus. We would benefit from this new playground equipment not only for safety issues since the playground has had years of love from those who enjoyed it but also as a new attraction to our park. My granddaughter lives in Columbia MO and when she visits, we also enjoy the playground equipment in our parks.

As a Chamber our goal is to grow Columbus and support the businesses that are in our City. We want Columbus to be the best place to live, work, raise your family and having attractions in our parks is one of the benefits we show case when we talk about the recreational areas we have here in Columbus. Over the years we have seen growth in our community, so we have tackled additional projects to showcase our City. A new Field House has just opened this year shows the need for family activities and our parks is where you see families.

I am proud to call Columbus home. We will continue working here at the Chamber to showcase all the wonderful amenities we have to offer the residents and visitors to this amazing community.

Sincerely,

Sandie Fischer  
Vice President of the Columbus Area Chamber of Commerce  
753 33<sup>rd</sup> Avenue (across the Street from Pawnee Park)  
Columbus NE 68601

Columbus/Platte County Convention and Visitors Bureau

1464 26th Ave

Suite 100

Columbus, NE 68601

To Whom it May Concern:

I am a retired educator from the Columbus Public Schools and have lived in Columbus for over 30 years. I have raised two boys and we have used the parks in Columbus regularly all these years. Besides my educational and administrative duties, I have coached; been a member of SERTOMA (which has donated playground equipment to the Parks) and currently serve on the Board of Parks Commissioners. During my residence in Columbus, I have seen a great deal of development to improve the quality of life here.

I am fully supportive of the Visitors Bureau Improvement Grant application which would help fund a new playground in East Pawnee Park. The playground provides a much needed recreational activity in this part of Columbus. It has been heavily used since it was first constructed and is now in need of replacement.

Columbus is a fast growing community and this park would be a great benefit to the quality of life here, especially in this part of our city. Our city leaders have been very dedicated to providing the infrastructure and this park will demonstrate a commitment to the development of this area. Our myriad of churches are a key component of our great quality of life as is our strong school system (public and private.)

In conclusion, I am a regular user of our Bike Trail through Pawnee Park and can attest to the high use of the playground, it is very popular!  
Thanks for your time and consideration.

Brad Hansen

22 Lottie Lane, Columbus

402.910.0454

| 2025 Capital Improvement Plan |                                      |                                                       |                   |            |       |         | 2026           | 2027           | 2028           | 2029           |
|-------------------------------|--------------------------------------|-------------------------------------------------------|-------------------|------------|-------|---------|----------------|----------------|----------------|----------------|
| Notes                         | Dept.<br>Requested<br>2025<br>Budget | 2025 Budget Funding Source                            |                   |            |       |         | 2026<br>Budget | 2027<br>Budget | 2028<br>Budget | 2029<br>Budget |
|                               |                                      | 1%<br>Sales Tax                                       | 1/2%<br>Sales Tax | HWY & FPPP | OTHER | Total   |                |                |                |                |
| 400-459-59020-24001           | <i>General</i>                       | City Hall Bond Payment                                | 552,750           | 552,750    |       |         |                |                |                |                |
| 100-100-57200-20003           |                                      | FEMA Regional Hazard Mitigation BRIC Grant            | 200,000           | 50,000     |       | 150,000 | 150,000        | 50,000         |                |                |
| 100-100-57510-20005           |                                      | Misc IT Expenses                                      | 70,000            | 70,000     |       |         | 70,000         | 70,000         |                | 70,000         |
| 100-100-57510-20006           |                                      | Eagle View/Pictometry Upgrade                         | 10,200            | 18,200     |       |         | 19,000         | 19,000         | 19,000         | 19,000         |
| 100-100-57200-24003           |                                      | Downtown Business Improvement District Matching Funds | 50,000            | 50,000     |       |         |                |                |                |                |
| 100-100-57200-24029           |                                      | #2 City Workforce Housing Project                     |                   |            |       |         | 1,000,000      |                |                |                |
| 100-100-57200-24005           |                                      | Downtown Revitalization Match                         | 400,000           | 50,000     |       | 350,000 |                |                |                |                |
| 100-100-57200-21092           |                                      | City Hall / CCB Closeout                              | 25,000            | 25,000     |       |         |                |                |                |                |
| 100-100-57510-21089           |                                      | FEMA Buyout Program                                   | 404,000           |            |       | 404,000 |                |                |                |                |
|                               | <i>CAT</i>                           | <i>non-requested</i>                                  |                   |            |       |         |                |                |                |                |
| 100-110-57510-21001           | <i>Police</i>                        | Radio Improvements                                    | 70,000            | 70,000     |       |         |                |                |                |                |
| 100-110-57510-20018           |                                      | Tasers                                                | 15,000            | 15,000     |       |         |                |                |                |                |
| 100-110-57520-21005           |                                      | Police Fleet Vehicle                                  | 75,000            | 75,000     |       |         | 82,500         | 90,750         | 99,825         | 109,807        |
| 100-110-57520-21006           |                                      | Police Fleet Vehicle                                  | 75,000            | 75,000     |       |         | 82,500         | 90,750         | 99,825         | 109,807        |
| 100-110-57520-21007           |                                      | Police Fleet Vehicle                                  | 75,000            | 75,000     |       |         | 82,500         | 90,750         | 99,825         | 109,807        |
| 100-110-57520-21008           |                                      | Police Admin Vehicle                                  | 20,000            | 20,000     |       |         | 21,000         | 22,000         | 23,000         | 24,000         |
| 100-120-57510-25001           | <i>Fire/rescue</i>                   | Mobile Radios & In-Vehicle Reprotors                  | 200,000           | 200,000    |       |         |                |                |                |                |
| 100-120-57510-25002           |                                      | Portable Radios                                       | 450,000           | 40,500     |       | 409,500 |                |                |                |                |
| 100-121-57510-25003           |                                      | 6 Cardiac Monitors                                    | 200,000           | 200,000    |       |         |                |                |                |                |
| 100-121-57510-25004           |                                      | Body Armor & Tactical Medical Kits                    | 60,000            | 60,000     |       |         |                |                |                |                |
| 100-120-57520-25005           |                                      | Command Vehicle Upgrades                              | 15,000            | 15,000     |       |         |                |                |                |                |
| 100-120-57510-25006           |                                      | Riding Lawn Mower & Yard Equipment                    | 15,000            | 15,000     |       |         |                |                |                |                |
| 100-130-57200-20030           | <i>Library</i>                       | Computers for Patron Lab                              | 15,000            | 15,000     |       |         |                |                |                |                |
| 100-150-57300-23012           | <i>Parks</i>                         | Memorial Stadium Design & Community Engagement        | 40,000            | 40,000     |       |         |                |                |                |                |
| 100-150-57510-24014           |                                      | Repair Vandalism to Playsets                          | 25,000            | 25,000     |       |         |                |                |                |                |
| 100-150-57200-24015           |                                      | Replace Roof at Pawnee Park Large Shelters            | 285,000           | 285,000    |       |         |                |                |                |                |
| 100-150-57520-25007           |                                      | Garbage Truck                                         | 175,000           | 175,000    |       |         |                |                |                |                |
| 100-150-57510-25008           |                                      | Automatic Door locking & monitoring for restrooms     | 25,000            | 25,000     |       |         |                |                |                |                |
| 100-150-57510-25009           |                                      | 11' Mower                                             | 95,000            | 95,000     |       |         |                |                |                |                |
| 100-150-57510-25010           |                                      | 8' Mower                                              | 25,000            | 25,000     |       |         |                |                |                |                |
| 100-151-57200-25011           | <i>Pawnee Plunge</i>                 | Paint Lap Pool/Swim Slide Pool                        | 65,000            | 65,000     |       |         |                |                |                |                |
| 100-152-57510-24017           | <i>Aquatic Center</i>                | Filter Replacement                                    | 75,000            | 75,000     |       |         |                |                |                |                |
| 100-152-57510-25012           |                                      | Air Handling Unit Fan                                 | 17,000            | 17,000     |       |         |                |                |                |                |
|                               | <i>VanBerg</i>                       | <i>non-requested</i>                                  |                   |            |       |         |                |                |                |                |
| 100-155-57510-25013           | <i>Civilian Fun</i>                  | Greens Brushes                                        | 12,000            | 12,000     |       |         |                |                |                |                |
| 100-155-57510-25014           |                                      | Greens Roller                                         | 24,000            | 24,000     |       |         |                |                |                |                |

|                     |         |                                                         |                   |                  |                  |                  |                   |           |           |           |
|---------------------|---------|---------------------------------------------------------|-------------------|------------------|------------------|------------------|-------------------|-----------|-----------|-----------|
| 200-200-57510-21021 | Streets | Push Plow                                               | 20,000            | 20,000           |                  | 20,000           |                   |           |           |           |
| 200-200-57200-24021 |         | Hwy 30/23rd Street Const. Engineering                   | 200,000           |                  | 200,000          | 200,000          | 25,000            |           |           |           |
| 200-200-57300-20070 |         | Subdivision & Misc. Improvements                        | 300,000           |                  | 300,000          | 300,000          | 325,000           | 380,000   | 375,000   | 400,000   |
| 200-200-57300-20071 |         | City Wide Pavement Rehabilitation                       | 2,000,000         |                  | 2,000,000        | 2,000,000        | 3,000,000         | 3,000,000 | 3,500,000 | 3,600,000 |
| 200-200-57300-20075 |         | ADA Improvements & Services                             | 60,000            |                  | 60,000           | 60,000           | 65,000            | 70,000    | 75,000    | 80,000    |
| 200-200-57510-25015 |         | Paint Machine                                           | 20,000            | 20,000           |                  | 20,000           |                   |           |           |           |
| 200-200-57510-25016 |         | Shop Heaters                                            | 19,000            | 19,000           |                  | 19,000           |                   |           |           |           |
| 200-200-57510-25017 |         | Back Storage Building Heaters                           | 26,000            | 26,000           |                  | 26,000           |                   |           |           |           |
| 200-200-57510-25018 |         | Finish Deck for Ventura Mower                           | 6,600             | 6,600            |                  | 6,600            |                   |           |           |           |
| 200-200-57510-25019 |         | Loader Attachment w/ Bucket for John Deere              | 20,000            | 20,000           |                  | 20,000           |                   |           |           |           |
| 200-200-57510-25020 |         | Crafco Crack Sealer                                     | 80,000            | 80,000           |                  | 80,000           |                   |           |           |           |
| 200-200-57510-25021 |         | Backhoe                                                 | 140,000           | 140,000          |                  | 140,000          |                   |           |           |           |
| 200-200-57510-25022 |         | Truck Repair Software                                   | 12,000            | 12,000           |                  | 12,000           |                   |           |           |           |
| 200-200-57510-25023 |         | Truck Lifts for Shop                                    | 52,000            | 52,000           |                  | 52,000           |                   |           |           |           |
| 200-200-57200-25024 |         | SS4A Safety Study/Project                               | 500,000           | 100,000          |                  | 400,000          | 500,000           |           |           |           |
| 200-200-57200-25025 |         | Loup River Bridge, Section 105, 100% reimbursement      | 150,000           |                  |                  | 150,000          | 150,000           |           |           |           |
| 200-200-57200-25026 |         | Hwy 81/83rd Ave Traffic Signal Design                   | 200,000           |                  |                  | 200,000          | 200,000           | 50,000    |           |           |
|                     |         | 42nd Street Connection to Roundabout Design/Development |                   |                  |                  | -                | 2,000,000         |           |           |           |
| 205-205-57200-23030 | Airport | 8 Place T-Hangers                                       | 1,800,000         | 345,000          |                  | 1,455,000        | 1,800,000         |           |           |           |
| 205-205-57510-25028 |         | Security Camera to East/Ramp side of admin bldg         | 7,000             | 7,000            |                  |                  | 7,000             |           |           |           |
| 220-220-57510-21084 | JCC     | Tower/Radio Equipment Contingency                       | 35,000            |                  |                  | 35,000           | 35,000            |           |           |           |
| 220-220-57510-24028 |         | State Radio System Equipment                            | 651,408           |                  |                  | 651,408          | 651,408           |           |           |           |
| 220-220-57510-25029 |         | Upgrade Eventide Recorder                               | 55,000            |                  |                  | 55,000           | 55,000            |           |           |           |
| 220-220-57510-25030 |         | Digital License                                         | 100,000           |                  |                  | 100,000          | 100,000           |           |           |           |
|                     |         | <b>Total Non-Discretionary</b>                          | <b>10,326,856</b> | <b>3,406,960</b> | <b>2,560,000</b> | <b>4,359,908</b> | <b>10,326,856</b> |           |           |           |

100-100-57200-24041

200-200-57200-22022

200-200-57200-23022

100-100-57510-24004

100-150-57200-23018

100-150-57200-24030

200-200-57200-26032

100-100-57200-23001

100-110-57510-25033

100-150-57300-23012

100-150-57200-25034

200-200-57200-25035

100-120-57510-25036

100-150-57200-23046

100-110-57510-25037

100-150-57200-25038

100-140-57200-25039

100-158-57200-25040

100-158-57510-25041

| DISCRETIONARY                |                                                           |           |                                                          |           |           |            |         |         |         |
|------------------------------|-----------------------------------------------------------|-----------|----------------------------------------------------------|-----------|-----------|------------|---------|---------|---------|
| <i>carryover</i>             | Vitality Village - finish Infrastructure                  | 900,000   |                                                          | 900,000   | 900,000   |            |         |         |         |
|                              | Van Berg Pro Shop Renovation                              | 27,000    | 27,000                                                   |           |           |            |         |         |         |
|                              | Downtown Railroad Beautification/Quiet Zone               | 300,000   | 300,000                                                  |           | 300,000   |            |         |         |         |
|                              | Lost Creek Parkway Traffic Control (18th, 33rd & 48th) 1f | 650,000   |                                                          | 650,000   |           |            |         |         |         |
|                              | CCB Playground Installation carryover                     | 100,000   | 100,000                                                  |           | 100,000   |            |         |         |         |
|                              | Memorial Stadium - Baseball Turf                          | 1,150,000 | 500,000                                                  |           | 650,000   | 1,150,000  |         |         |         |
|                              | Centennial Park Restroom/Concession                       | 350,000   | 350,000                                                  |           | 350,000   |            |         |         |         |
|                              | Loup River Bridge, City Share                             | 1,500,000 | 1,000,000                                                |           | 500,000   | 1,500,000  |         |         |         |
|                              | Downtown Improvements                                     | 125,000   | 125,000                                                  |           | 125,000   |            | 125,000 | 125,000 | 125,000 |
| <i>new</i>                   | Police Virtual Firearms & De-Escalation Simulator         | 110,000   | 110,000                                                  |           | 110,000   |            |         |         |         |
|                              | Memorial Stadium - Phase 1 Improvements                   | 500,000   | 500,000                                                  |           | 500,000   |            |         |         |         |
|                              | Gerrard Park Design Central Restroom/Concession Desig     | 100,000   | 100,000                                                  |           | 100,000   |            |         |         |         |
|                              | 8 St & 12 Ave Intersection Design & ROW Assessment        | 150,000   | 150,000                                                  |           | 150,000   |            |         |         |         |
|                              | Exercise Equipment-Charlie Louie Station                  | 10,000    |                                                          |           |           |            |         |         |         |
|                              | Police Impound Yard Improvements/ Building                | 650,000   | removed to explore option of businesses taking this over |           |           |            |         |         |         |
|                              | Master Trail (South Columbus 8th or 6th Street)           | 500,000   | 500,000                                                  |           | 500,000   |            |         |         |         |
|                              | Police Heavy Duty Drone                                   | 65,000    | 65,000                                                   |           | 65,000    |            |         |         |         |
| <i>50/50</i>                 | Sertomaland Playground Repairs                            | 500,000   | 250,000                                                  |           | 250,000   | 500,000    |         |         |         |
|                              | Cemetery Maintenance Shop addition                        | 250,000   | 250,000                                                  |           | 250,000   |            |         |         |         |
|                              | Quail Run Pro Shop Addition Design                        | 90,000    | 90,000                                                   |           | 90,000    |            |         |         |         |
|                              | Quail Run Motorized Sand Trap Rake                        | 30,000    | 30,000                                                   |           | 30,000    |            |         |         |         |
|                              | Sunset Park/Lake Ester Restroom/Storage                   | 400,000   |                                                          |           |           |            |         |         |         |
| <i>124,200 sales tax, 7%</i> | CCB EV Station, Study, Design & Infrastructure            | 200,000   |                                                          |           |           |            |         |         |         |
|                              | Electronic Signage around CCB                             | 125,000   |                                                          |           |           |            |         |         |         |
| <i>\$300k / \$1.2M</i>       | Community Wide EV Charging Points                         | 1,500,000 |                                                          |           |           |            |         |         |         |
|                              | <i>New Discretionary Subtotal</i>                         | 5,070,000 |                                                          |           |           |            |         |         |         |
|                              | <b>Total:</b>                                             |           | 7,853,950                                                | 4,110,000 | 5,759,908 | 17,698,856 |         |         |         |
|                              | <b>Target:</b>                                            |           | \$8,000,000                                              | 4,114,782 |           |            |         |         |         |
|                              | <b>Remaining:</b>                                         |           | \$140,050                                                | \$4,782   |           |            |         |         |         |

500-500-57200-24029  
 500-500-57510-21097  
 500-500-57300-20093  
 500-500-57300-20094  
 500-500-57300-21081

| ENTERPRISE FUNDS |                                                              |                  |  |  |                  |                  |                  |                |                |
|------------------|--------------------------------------------------------------|------------------|--|--|------------------|------------------|------------------|----------------|----------------|
|                  | City Workforce/Affordable Housing Subdivision Infrastruct    | 500,000          |  |  |                  |                  |                  |                |                |
|                  | 23rd Street Reconstruction                                   | 50,000           |  |  | 60,000           | 50,000           | 400,000          |                |                |
|                  | Lift Station Renovation LS #15 Westbrook                     | 425,000          |  |  | 425,000          | 425,000          |                  |                |                |
| Chuck            | System CIP Lining                                            | 150,000          |  |  | 160,000          | 160,000          | 150,000          | 175,000        | 175,000        |
|                  | Design 25th St & 35th Ave Lift Station repairs               | 800,000          |  |  | 800,000          | 800,000          |                  |                | 175,000        |
|                  | <b>Total for Wastewater Collection</b>                       | <b>1,825,000</b> |  |  | <b>1,425,000</b> | <b>1,425,000</b> | <b>660,000</b>   | <b>175,000</b> | <b>175,000</b> |
|                  | Analytical Balance Scale                                     | 6,500            |  |  | 6,500            | 6,500            |                  |                |                |
|                  | Hostay Pressure Washer                                       | 6,500            |  |  | 6,500            | 6,500            |                  |                |                |
|                  | Road Tar                                                     | 7,500            |  |  | 7,600            | 7,600            |                  |                |                |
|                  | Portable Pump                                                | 25,000           |  |  | 25,000           | 25,000           |                  |                |                |
|                  | Front Gate Repair                                            | 15,000           |  |  | 15,000           | 15,000           |                  |                |                |
|                  | BOD Upright Incubator                                        | 10,000           |  |  | 10,000           | 10,000           |                  |                |                |
|                  | Digester Blower Rebuild                                      | 8,500            |  |  | 8,500            | 8,500            |                  |                |                |
|                  | Biosol Mixer Tub                                             | 25,000           |  |  | 25,000           | 25,000           |                  |                |                |
|                  | Replace UV Bulbs                                             | 25,000           |  |  | 25,000           | 25,000           |                  |                |                |
|                  | 72" Mower                                                    | 22,000           |  |  | 22,000           | 22,000           |                  |                |                |
|                  | Front Wheel Loader                                           | 180,000          |  |  | 180,000          | 180,000          |                  |                |                |
|                  | 1/2 Ton Pickup                                               | 30,000           |  |  | 30,000           | 30,000           |                  |                |                |
|                  | Truck Mounted Spreader                                       | 150,000          |  |  | 150,000          | 150,000          |                  |                |                |
|                  | UTV Side by Side                                             | 20,000           |  |  | 20,000           | 20,000           |                  |                |                |
|                  | 1/2 Ton Pickup - Lab                                         | 35,000           |  |  | 35,000           | 35,000           |                  |                |                |
|                  | <b>Total for Wastewater Treatment</b>                        | <b>666,000</b>   |  |  | <b>666,000</b>   | <b>666,000</b>   |                  | #REF!          | #REF!          |
|                  | Scada System Upgrade                                         | 325,000          |  |  | 325,000          | 325,000          |                  |                |                |
|                  | Emergency Generator for Well 16                              | 60,000           |  |  | 60,000           | 60,000           |                  |                |                |
|                  | CCTV for North Water Plant & Booster Station                 | 25,000           |  |  | 25,000           | 25,000           |                  |                |                |
|                  | Altitude Valve Rebuild                                       | 10,000           |  |  | 10,000           | 10,000           |                  |                |                |
|                  | CCTV for Central Maintenance                                 | 6,500            |  |  | 6,500            | 6,500            |                  |                |                |
|                  | Milwaukee Valve Wrench                                       | 6,500            |  |  | 6,500            | 6,500            |                  |                |                |
|                  | System Improvements                                          | 150,000          |  |  | 150,000          | 150,000          |                  |                |                |
|                  | North Well Design                                            | 325,000          |  |  | 350,000          | 350,000          |                  |                |                |
|                  | City Workforce/Affordable Housing Subdivision Infrastructure |                  |  |  |                  |                  |                  |                |                |
|                  | 23rd Street Reconstruction Water                             | 50,000           |  |  | 50,000           | 50,000           | 400,000          |                |                |
|                  | WWTF & Residential Development Loop                          | 750,000          |  |  |                  |                  | 750,000          |                |                |
|                  | <b>Total for Water</b>                                       | <b>1,706,000</b> |  |  | <b>983,000</b>   | <b>983,000</b>   | <b>1,150,000</b> |                |                |

520-520-57200-24029  
 520-520-57300-21095  
 520-520-57200-25063

660-660-57300-20107  
 660-660-57200-24037  
 660-660-57510-21098

570-570-57510-25064  
 570-570-57510-25065  
 570-570-57520-24040  
 570-570-57510-23045

|                                                 |                |          |                |                |                |                |                |                |
|-------------------------------------------------|----------------|----------|----------------|----------------|----------------|----------------|----------------|----------------|
| Storm Water & Flood Evaluation and Improvements | 125,000        |          | 125,000        | 125,000        | 125,000        | 125,000        | 150,000        | 150,000        |
| STP Bank Design and Construction                | 500,000        |          | 500,000        | 500,000        |                |                |                |                |
| Trunk Line Storm Sewer Cleaning                 | 50,000         |          | 80,000         | 50,000         | 50,000         | 50,000         | 80,000         | 80,000         |
| <b>Total for Stormwater Utility</b>             | <b>675,000</b> | <b>-</b> | <b>675,000</b> | <b>675,000</b> | <b>125,000</b> | <b>125,000</b> | <b>180,000</b> | <b>160,000</b> |
| Quick Coupler Loader                            | 9,000          |          | 9,000          | 9,000          |                |                |                |                |
| Rotator Forks for Skid Loader                   | 7,500          |          | 7,500          | 7,500          |                |                |                |                |
| Semi                                            | 175,000        |          | 175,000        | 175,000        |                |                |                |                |
| Trailers to replace unsafe trailers             | 150,000        |          | 160,000        | 160,000        |                |                |                |                |
| <b>Transfer Station</b>                         | <b>341,500</b> | <b>-</b> | <b>341,500</b> | <b>341,500</b> | <b>-</b>       | <b>-</b>       | <b>-</b>       | <b>-</b>       |

**BY-LAWS  
OF  
COLUMBUS BOARD OF PARKS COMMISSIONERS**

The principal office of the Columbus Board of Parks Commissioners will be located at Columbus Community Building, City Hall, 2500 14 Street, Columbus, Platte County, Nebraska.

**I  
SEAL**

The Board shall have no seal, but in the event any document to be executed by the Board requires the affixing of a seal, the secretary may inscribe on such document the name of the Board in these words "Columbus Board of Parks Commissioners" followed by the signature of the chair.

**II  
MEMBERS**

1. The Columbus Board of Parks Commissioners (CBPC) shall consist of nine members. All members shall be residents of the city of Columbus, Nebraska, who shall be appointed by the mayor by and with the approval of the city council. 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. Members shall serve for a term of three years and may serve for more than one term of office.
2. Meetings of the CBPC will be held in the Columbus Community Building, Community Room, 2500 14 Street, Columbus, Nebraska, 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 CBPC will be held the first Tuesday of each month and the Board may meet as necessary to perform duties described in Article V. Notice of any Special Meeting of the CBPC shall be given to the chair and each member by notifying said chair and member personally by telephone or electronic mail or leaving a verbal or written message at the members' usual place of business or residence.
4. A majority of the members (five or more) of the CBPC 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. At all meetings, regular or special, only those members present shall be entitled to vote.

### III OFFICERS

1. The officers of the CBPC shall consist of a chair, a vice chair, and a secretary. The chair and vice chair shall be elected annually at the January meeting of the CBPC and will serve during the calendar year.
2. The chair shall be a member of the Board 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 Board. The chair shall be responsible for carrying out the orders and resolutions of the Board.
3. The vice chair shall be a member of the Board 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 Board may prescribe from time to time.
4. The secretary shall be a city staff member who shall keep the minutes and records of the CBPC, 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 CBPC, and such other duties as are normally carried out by a secretary.
5. In the absence or disability of any officer of the Board, the Board may delegate duties of any officer to a member of the Board as it may deem necessary.
6. It shall be considered neglect of duty for any member of the CBPC to neglect or fail to attend two consecutive meetings without first notifying the chair or secretary prior to such absence. The CBPC may recommend to the mayor and city council that said member be removed from the Board. Any member may, after public hearing before the city council, be removed by the mayor with the consent of the majority vote of the members elected to the city 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 portion of the term by the mayor.

### IV CONDUCT

The CBPC 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 16-696, et seq., Nebraska Reissue Revised Statutes and amendments and supplements thereto, and shall take charge of all facilities as defined in Section 32.019, Columbus City Code. CBPC has the power to establish rules for the management, care and use of the facilities. It shall be the duty of the CBPC to layout, beautify, and improve all facilities to the extent funds may be provided for such purposes. CBPC is not authorized to execute any contracts or to make any expenditure that has not been budgeted.

V  
**PROCEDURE**

The Rules of Parliamentary Procedure, comprised in the current edition of "Robert's Rules of Order" shall be used as a guideline for all proceedings of the CBPC; however, will not be used to govern the proceedings of the CBPC or in cases where they are inconsistent with state statutes or local ordinances.

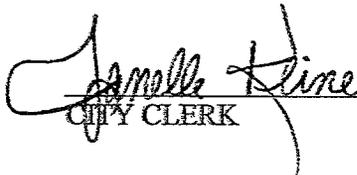
VI  
**AMENDMENTS**

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 Board 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 COLUMBUS CITY COUNCIL THIS 7 DAY OF  
August, 2023.

  
MAYOR

ATTEST:

  
CITY CLERK





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## **Columbus Parks and Recreation**

402-562-4234

### **Board of Park Commissioners**

Brad Hansen-Chair

Nick Larson- Vice Chair

Stacy Smith

Araceli Esquivel

Bruce Schmidt

Gary Puetz

Lynn Sjuts

Jon Brezenski

Tina Pelan

Liaison: Doug Moore

Liaison- Tom Ek

Liaison- Betsy Eckhardt

**The Columbus Board of Park Commissioners meet on the first  
Tuesday of the Month at 12pm in the City Council Chambers.**







Annual attendance to your facility 7500+

% of visitors from outside Platte County 40%

Method used to determine attendance and % of visitors sales data

Is your attraction open to the public?  Yes  No

**Please check one or more of the following which describe(s) your organization.**

- Educational       Artistic       Cultural  
 Recreational       Historical       Entertainment

Explain:  
See Section A in attachment

Total Project Cost \$ 3500

Visitor Improvement Funds requested for this project \$ 3500

A detailed budget worksheet must be included.

See Section B in attachment

**Please provide a brief description of the project. (If additional room is needed an additional page may be attached.) Description must be limited to no more than one page.**

See Section C in attachment

**How will this project increase visitation to or encourage visitors to stay longer in Columbus/Platte County?**

See Section D in attachment

**What other agencies or groups are co-sponsoring the project?**

See Section E in attachment

**If this project is not awarded the entire requested amount will you continue the project?**

See Section F in attachment

|                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                   |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| <p><b>Signature of applicant</b> (signify that, if awarded, grant funds will only be used for improvements to visitor attractions owned by the public or any nonprofit organization, as the Nebraska Visitors Development Act, Neb. Rev. Stat. §81-3701 through §81-3724, et seq. (as amended from time to time) provides, as outlined in this application)</p> <p>X </p> | <p><b>Date</b></p> <p>10/1/24</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|

**A project budget and letters of support (minimum of 3) MUST be attached.**

## **Eagles #1834 Improvement Grant application additional pages**

### **Describe your organization:**

#### **Section A**

The Fraternal Order of Eagles is an international non-profit organization uniting fraternally in the spirit of liberty, truth, justice, and equality, to make human life more desirable by lessening its ills and promoting peace, prosperity, gladness and hope.

Originally called "The Order of Good Things", they soon selected the Bald Eagle as the official emblem and changed the name to "The Fraternal Order of Eagles." There are nearly 800,000 members and more than 1,500 locations across the United States and Canada.

Our local club is home to many activities and local events on a weekly basis as well as hosting weddings, showers and general parties. There are numerous events throughout the year that encourage the public to attend.

### **Detailed budget worksheet:**

#### **Section B**

|                                                                                                    |         |
|----------------------------------------------------------------------------------------------------|---------|
| P6 Outdoor Huge Bright LED Digital Sign Display<br>71"x33" High Resolution Screen                  | 2000.00 |
| Installation of electronic board-there is already<br>Electricity to the current board for lighting | 500.00  |
| Cleanup and repainting of the current casing                                                       | 500.00  |

### **Brief description of the project:**

#### **Section C**

Our desire is to attract visitors to our facility with this project. We would like to put an electronic sign where the current fixed sign is with letters that have to be changed. The current sign is very old and needs to be refurbished and updated. It would add to the beautification of the beginning of downtown's

13<sup>th</sup> Street excursion. Advertising what is going on in our establishment and welcoming new visitors to our community with a scrolling, full-color digital sign would make 13<sup>th</sup> Street a more welcome feeling.

**Project increase visitation to Columbus/Platte County:  
Section D**

To offer more event opportunities for individuals in the community as well as those traveling to our great city. We host many wedding receptions and if the families feel welcome while they are celebrating their loved one's special day, they will be willing to come back for additional events taking place in the community. If we are able to provide more open opportunity to welcome visitors and the general public to our establishment we will be able to offer more activities to bring people into our community.

**Other groups co-sponsoring:  
Section E**

At this time, Columbus Eagles #1834 is pursuing this on their own. We have a special events committee that has been created to help raise money for special projects but it is very new. The Marketing Committee has been working extremely hard to bring in new events for the general public. This is a smaller project ask at this time so we haven't pursued other agencies or groups at this time.

**Project not awarded:  
Section F**

If this project is not funded completely through this grant, it will take some additional fundraising and it would push the project into 2025 for completion.

## **P6 Outdoor Huge Bright LED Digital Sign Display 71"x33" High Resolution Screen**

### **Item specifics**

Condition

New: A brand-new, unused, unopened, undamaged item in its original packaging (where packaging is ... [Read more about the condition](#)

Sign Style

Billboard

Color

Full color

Material

Aluminum

Poster Size

71X33IN

Personalize

Yes

Industry

Professional

Type

Exterior Sign

Illumination Type

LED

Model

P6

Personalized

Yes

Height

33 in

Country/Region of Manufacture

China

Width

71 in

### **Item description from the seller**

#### **About this item**

- **【LED Sign New Upgrade】** Please note that our this product is currently the latest model on the market. The outdoor P6 71x33 inch high-definition large-size LED display screen can rejuvenate your store,

*\$1984.00*

making your sign visible from 100 meters away, attracting customers to come over.

- **【Easy to operate】** You don't need to worry about LED sign editing issues. We will provide you with detailed product usage instructions and product video operation tutorials.. Simply follow the prompts to download the app, and connect the product's WiFi with your phone or computer, and you will master it easily.
- **【Outdoor Use, Waterproof IP45】** This LED display uses waterproof materials and is finely engineered. It can be used outdoors in sunny, rainy, or snowy weather conditions.
- **【Multiple Display Effects】** This newly upgraded LED billboard integrates almost all the advantages of market-available displays. It supports images, text, logos, and video displays, can set various scrolling text effects, and even supports vertical display.
- **【After-Sale Service】** Our LED billboards are customizable, you just need to tell us the product size you want, and we will help you make it. Additionally, you don't have to worry about after-sales issues at all. If you encounter any problems with the product during use, you can let me know at any time. Our product comes with a 2-year guarantee.
- **100 【Wide Application Range】 100** Our high-definition LED display is suitable not only for commercial purposes such as stores, supermarkets, hotels, bars, inns, underground parking lots, and schools, but also as a TV for children, supporting short video displays. When you are not at home, this product can accompany your child

October 7, 2024

Wildflower Pastries  
3216 13<sup>th</sup> Street  
Columbus, NE 68601

Subject: Letter of support for electronic sign

To Whom It May Concern:

By this letter we wish to express support for the electronic sign that the Eagles #1834 wishes to use to replace the current sign with on 13<sup>th</sup> Street. It will go in the same place and be relatively close to the same size. There is existing power and an existing base.

We support this addition to the landscape of the downtown area.

Thank you!

Sincerely,

*Rachel Wedigo*

October 7, 2024

Auto Quality  
3221 13<sup>th</sup> Street  
Columbus, NE 68601

Subject: Letter of support for electronic sign

To Whom It May Concern:

By this letter we wish to express support for the electronic sign that the Eagles #1834 wishes to use to replace the current sign with on 13<sup>th</sup> Street. It will go in the same place and be relatively close to the same size. There is existing power and an existing base.

We support this addition to the landscape of the downtown area.

Thank you!

Sincerely,

A handwritten signature in black ink, appearing to read "Karl Miller". The signature is written in a cursive style with a large, looped initial "K" and a long, sweeping tail.

October 7, 2024

Alternative Hearing  
1355 32<sup>nd</sup> Ave  
Columbus, NE 68601

Subject: Letter of support for electronic sign

To Whom It May Concern:

By this letter we wish to express support for the electronic sign that the Eagles #1834 wishes to use to replace the current sign with on 13<sup>th</sup> Street. It will go in the same place and be relatively close to the same size. There is existing power and an existing base.

We support this addition to the landscape of the downtown area.

Thank you!

Sincerely,

A handwritten signature in black ink that reads "Kimberly Joborg". The signature is written in a cursive, flowing style.

**By-Laws of Platte Aerie #1834 Fraternal Order of Eagles  
Columbus, Nebraska**

Instituted by authority of the Grand Aerie of the Fraternal Order of Eagles on March 10, 1909.  
The Aerie was incorporated under the laws of the State of Nebraska on July 26, 1995.

**MEETINGS**

**SECTION 1.1**

The meetings of this Aerie shall be held on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of each month at the hour of 7:00 PM. The place of the meeting shall be 3205 - 12<sup>th</sup> Street; Columbus, Nebraska 68601.

**SECTION 1.2**

Special meetings shall be held in conformity with Section 72.2 Statutes for Local Aeries, or laws amendatory thereof.

**NOMINATIONS AND ELECTIONS**

**SECTION 2.1**

The annual nomination, election and installation of the officers shall be as provided in Section 91.1 to 91.7 Statutes, F.O.E., or laws amendatory thereof. Vacancies in office be filled as provided in Section 92.1, Statutes, F.O.E., or laws amendatory thereof.

**SECTION 2.2**

The office of Worthy Conductor shall be filled each year by Election.

**SECTION 2.3**

The election of officers shall be by, PRINTED BALLOT, the polls shall open at 1:00 PM The polls shall close at 7:00 PM.

**SECTION 2.4**

- (a) Tellers shall be appointed by the Worthy President (Presiding officer).
- (b) The Worthy President shall appoint a nominating committee of five (5) active members, at the first meeting in March each year.
- (c) The appointed members of the nominating committee shall not have the right to nominate any member of committee to any office of the Aerie, however, they may be nominated from the floor.

**SECTION 2.5**

The term of office of the Secretary of the Aerie shall be for one (1) year.

SECTION 4.2

By resolution the Aerie shall designate some banking institution in which each of the said funds be separately deposited. Such deposits shall be made only in the name of the Aerie.

**SECTION 3.4.2**

If there is more than one applicant they may be voted on collectively by a motion of the Aerie. A single applicant is rejected by a majority negative vote in the ballot box. If voting collectively, a majority negative vote of those voting will indicate we must vote on each applicant individually by secret ballot box.

Dues of Beneficial Members shall be \$30.00 per year, payable in advance.

**FUNDS**

SECTION 4.2

**SECTION 4.1** Dues of Beneficial Members shall be divided annually among the various funds as follows:

The following funds are hereby established for the Aerie:

- (a) The Benefit Fund
- (b) The General Fund
- (c) The Building Maintenance Fund
- (d) The Games Account (To comply with State Law)

**SECTION 4.2** Beneficial members will be pro-rated at the rate of \$2.50 per month. Joining in June will cost July will cost \$27.50 and each consecutive month reduced by \$2.50 concluding to joining in May and paying the full \$30.00.  
By resolution the Aerie shall designate some banking institution in which each of the said funds be separately deposited. Such deposits shall be made only in the name of the Aerie.

**DUES**

**SECTION 5.1**

Dues of Beneficial Members shall be \$30.00 per year, payable in advance.

SECTION 5.4  
**SECTION 5.2**

Dues of Beneficial Members shall be divided annually among the various funds as follows:

- (a) Benefit Fund \$18.00
- (b) General Fund \$8.00
- (c) \$4.00 to be deposited in the building maintenance fund.

**SECTION 5.3**

Dues of Beneficial members will be pro-rated at the rate of \$2.50 per month. Joining in June will cost July will cost \$27.50 and each consecutive month reduced by \$2.50 concluding to joining in May and paying the full \$30.00.

**SECTION 5.4**

GENERAL BENEFITS

SECTION 6.1

This Aerie will not enroll any Benefit members.  
Aerie Officers may be paid employees of the Aerie, with the exception of the office of Secretary, Treasurer, Auditor and Trustee.

**DISABILITY BENEFITS**

**SECTION 7**

Every member having been initiated into this Aerie, prior to his having passed his 50<sup>th</sup> birthday and paying the amount of dues set forth in Section 5.1 of these By-Laws and is otherwise qualified to receive sick and/or disability benefits, subject to all the provisions, limitations and prohibitions contained in Section 115.1 to 115.6, inclusive, Statutes, F.O.E., or laws amendatory thereof, which Sections above referred to are made a part thereof, shall receive as follows:

\$200.00 payable annually.

- (a) For the first week of his disability after notice to Secretary, nothing.
- (b) At the rate of \$0.00 per week.

**FUNERAL BENEFITS**

**SECTION 8.1**

This Aerie will not enroll any Benefit members.

**SECTION 8.2**

On the death of a member, the Aerie shall provide a suitable floral or other form of tribute, costing not to exceed the sum of \$25.00 to be paid from the GENERAL Fund. (Must be General or Social)

**SALARIES**

**SECTION 9.1**

- (a) For the Faithful performance of his duties, the Worthy President shall receive the sum of \$200.00 payable annually.
- (b) For the Faithful performance of his duties, the Worthy Vice President shall receive the sum of \$100.00 payable annually.

**SECTION 9.2**

- (a) For the Faithful performance of his secretarial duties, the Secretary shall receive a per capita compensation, payable monthly, and based upon the number of members who are in good standing and who are not more than one month in arrears as follows, \$0.50 per month, per member.
- (b) In accordance with Section 85.12 as amended the Secretary shall have the power to appoint an assistant to efficiently carry on the duties of his office. The assistant so appointed shall be classified as an employee of the Aerie. For the faithful performance of an assistant to the Secretary (if needed) shall receive monthly, 40 percent of the gross amount paid the Aerie Secretary.

(a) Whenever the Aerie sends accredited representatives to the Grand Aerie Convention, Nebraska State Convention, Regional Conference, or MINK Conference, they shall be paid a per diem rate of \$60.00 per day while going to, returning from and while in attendance at the sessions. Their registration fee and transportation to and from the sessions by the most direct route will also be paid. If traveling by automobile and carpooling, only the automobile owner shall be paid at a rate of \$10 less than the business rate allowed by the IRS, round trip.

maximum shall be \$5.00 per hour above minimum wage.

(b) Because of the Nebraska State Liquor Law, we shall have an appointed individual whose name will be used in conjunction with the liquor license. The appointed individual will hold no managerial responsibilities as this is the duty of the Board of Trustees as noted in Section 89.2 of the Statutes of the F.O.E. and, as authorized by Section 89.1 of the Statutes of the F.O.E., the Secretary may be named as above individual.

(c) The Board of Trustees may offer a bonus program to the employee of Platte Aerie #1834. Prior to implementing any bonus program, it must be approved by the members at a regularly scheduled meeting.

**SECTION 9.10**

(a) The maximum number of reimbursed delegates that the Aerie will allow to any convention or conference stated in Section 9.10 (a) will be the total number of delegates the Aerie was allowed at the last State Convention.

(a) Whenever the Aerie sends accredited representatives to the Grand Aerie Convention, Nebraska State Convention, Regional Conference, or MINK Conference, they shall be paid a per diem rate of \$60.00 per day while going to, returning from and while in attendance at the sessions. Their registration fee and transportation to and from the sessions by the most direct route will also be paid. If traveling by automobile and carpooling, only the automobile owner shall be paid at a rate of \$10 less than the business rate allowed by the IRS, round trip.

(b) All delegates receiving per diem or mileage under the stipulation in Section 9.10 (a), will attend all sessions of the convention or conference. Failure to do so will result in the Aerie requesting reimbursement from the delegate, or withholding of funds from future conventions.

(c) Automatic delegates to the conventions or conferences listed in Section 9.10 (a) shall be the current Worthy President, Junior Past Worthy President, Worthy Secretary, and any convention/conference committee members, as per the dates of the said convention or conference. An exception will be the Grand Aerie Convention; if the retiring Worthy President, who will become the Junior Past Worthy President, is not able to attend he will be allowed to attend the following year.

(d) The maximum number of reimbursed delegates that the Aerie will allow to any convention or conference stated in Section 9.10 (a) will be the total number of delegates the Aerie was allowed at the last State Convention.

(e) After receiving affirmation from the automatic delegates listed in Section 9.10 (c), that these delegates will attend the convention or conference, the Aerie will then select it's remaining representatives by the following method: An eligible Aerie member must be in attendance at the meeting that the nominations will be made. If he is unable to be in attendance, then he must submit in writing prior to the meeting, a letter to the current Aerie Secretary stating that he would accept a nomination to be an Aerie representative. All potential delegates must be nominated by a member of the Aerie, and accept that nomination on the Aerie floor. If the total number of delegates nominated exceeds the number of paid delegates allotted in Section 9.10 (d) then a written ballot shall immediately be prepared by the Aerie Secretary and a vote taken at that meeting. A valid ballot must have votes shown for the number of remaining delegates to be selected. Ties shall be broken by the luck of the draw.

Proposed at the regular meeting held the 1<sup>st</sup> day of September 2023  
Second reading at the regular meeting held the 10<sup>th</sup> day of October 2023  
Adopted at the regular meeting held the 24<sup>th</sup> day of October 2023  
Approved by Grand Aerie on 2<sup>nd</sup> day of November 2023

By resolution of Platte Aerie #1834, authorization is given to form a Past Worthy Presidents Club. It shall be governed by Grand Aerie Statutes, and the By-Laws of the Past Worthy Presidents Club of Platte Aerie #1834.

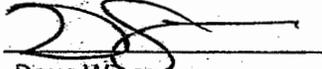
Jim Mascarello

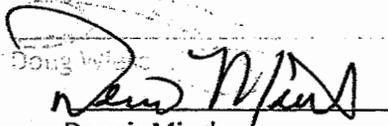
**By-Laws of Platte Aerie #1834 Fraternal Order of Eagles  
Columbus, Nebraska**

Aerie Secretary Approved this 2nd day of November 2023

**BY-LAWS COMMITTEE**

Worthy Secretary Attest:

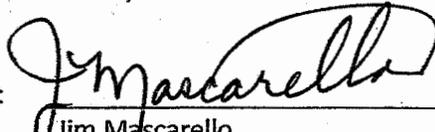
  
Doug Wiese

  
Dennis Micek

  
Lenny Beijerman

Proposed at the regular meeting held the 12<sup>th</sup> day of September 2023  
Second reading at the regular meeting held the 10<sup>th</sup> day of October 2023  
Adopted at the regular meeting held the 24<sup>th</sup> day of October 2023  
Approved by Grand Aerie on 2<sup>nd</sup> day of November 2023

Worthy President Attest:

  
Jim Mascarello

Aerie Secretary Approved this 2nd day of November 2023.

Worthy Secretary Attest:

  
Doug Wiese

## Eagles Board of Trustees

Richard Hirschbrunner  
Robert Blahak  
Lenny Bierman

Aerie President Jim Mascarello  
Auxiliary President Diane Langdon

### Events Committee

Richard Hirschbrunner  
Jim Mascarello  
Jan Zurcher

Board of Trustees meet every Tuesday at 6pm  
Auxiliary meets 1st and 3rd Tuesday at 6pm  
Aerie meets 2nd and 4th Tuesday at 7pm



## 2024 Visitor Improvement Fund Grant Application

**Please attach the following documents relating to your organization:**

1. List of Board of Directors
2. Copy of bylaws
3. Schedule of Board meetings
4. Copy of determination letter from the IRS confirming tax exempt status.

Please type the following information or print legibly.

|                          |                         |
|--------------------------|-------------------------|
| Lindsay Area Development | 82-1539424              |
| Organization Name        | Tax ID Number           |
| Jenny Korth              | Secretary/Treasurer     |
| Contact Person           | Title                   |
| 43971 460 St             |                         |
| Address                  |                         |
| Lindsay                  | NE 68644                |
| City                     | State Zip               |
| 402-889-5639             | jenny.korth@hotmail.com |
| Telephone                | E-mail                  |
|                          | Fax                     |

Our organization is \_\_\_\_\_ Publicly Owned  501(c)3/501(c)4

### **Attendance**

Annual attendance to your facility 50,000

% of visitors from outside Platte County 75%

Method used to determine attendance and % of visitors See attachment 5

Is your attraction open to the public? X Yes        No

**Please check one or more of the following which describe(s) your organization.**

       Educational

       Artistic

       Cultural

  X   Recreational

       Historical

       Entertainment

Explain:

The mission of Lindsay Area Development (LAD) is to improve and maintain the strength of the community and surrounding area by tackling projects defined as priorities by the community and alignment with LADs strategic plan. The main projects of current priority based upon community feedback are those focused on recreational amenities and providing access to services and programs that are currently difficult to access for residents of the Village of Lindsay and regional communities in Northeast Platte County.

Total Project Cost \$ \$14,728,030

Visitor Improvement Funds requested for this project \$ \$65,000

A detailed budget worksheet must be included.

**Please provide a brief description of the project. (If additional room is needed an additional page may be attached.) Description must be limited to no more than one page.**

**Project Description:**

The Village of Lindsay, Nebraska strives to retain and attract people to the community. With this commitment to our community comes an investment in our programs and services. Through key initiatives addressing the most pressing community needs, residents of Lindsay have identified a multi-purpose facility as a priority. They have further demonstrated their commitment through financial contributions, pledges and support via other grants awarded. The facility will provide a variety of services and programs that are currently difficult to access for residents of the Village of Lindsay and regional communities in Northeast Platte County.

Lindsay Area Development strives to serve our community and help improve the physical and emotional health of residents' young and old. Our project will make Lindsay a more welcoming place for people, families, and children. Lindsay area residents will be able to access and enjoy healthy living. Adults will have new opportunities to develop new friendships and community connections, and to develop a greater sense of well-being. Seniors will be able to stay active and share their time and their talents with others. Families can spend quality time together enjoying fun relationship-building activities. Children will learn positive values including teamwork, cooperation, and healthy lifestyle. The project will help increase our impact by providing services in the following areas:

**Gymnasium** – The addition of a gym for the community will allow Lindsay to host a variety of sporting events. The new facility will be NSAA compliant and will offer seating capacity for 1200 people, Lindsay will be able to host school sporting activities for the Lindsay and Humphrey High School cooperative programs. The facility will also accommodate youth sports, community leagues, and adult recreational programs for all ages.

**Educational Center** – The new education space will allow business and community members to access centralized educational programs. All individuals who participate in educational programs would have privacy within their individualized education. Community wellness education and a variety of new programming can be offered in this facility.

**Performing Arts Center** – The new center will provide a stage with state-of-the-art lighting and sound equipment. The center will have seating for 500. This audience venue can host theater performances, concerts, and all performing arts events.

**Wellness Center/Weight Room** – The Lindsay Wellness Center will provide a variety of fitness and weight training equipment for health seekers. The facility design will offer an appealing and inviting atmosphere that will be especially welcoming to visitors as well as first-time users.

**Indoor Walking Track** - The proposed 450 foot walking track will surround the gymnasium. It will allow for our residents to walk indoors year round. The track will provide a safe space for children, families, and the elderly to exercise in a barrier free space.

**Rental Spaces** – The community wellness center will be available for rentals. Rental spaces would include the auditorium, gym, and educational program spaces. Rentals could include space for staff trainings, family gatherings, sporting events and other community activities.

***How will this project increase visitation to or encourage visitors to stay longer in Columbus/Platte County?***

The community of Lindsay determined this project as a priority after careful consideration to the programming needs and the community readiness of this project. The proposed facility would be the only one of its kind in Lindsay and the surrounding areas. As a result, we anticipate utilization to expand beyond the community itself and draw in visitors from the surrounding towns. This will result in a boost to our community's overall economic impact.

The multipurpose facility in Lindsay has developed two strategies to increase visitation in Platte County.

***What other agencies or groups are co-sponsoring the project?***

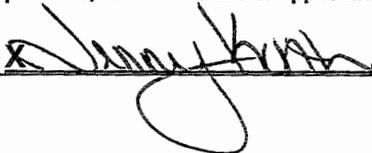
Lindsay Area Development actively pursues collaborations with various community businesses and organizations. We believe these partnerships are essential to extending the organization's outreach, promoting the growth of our community and those it serves. Lindsay Area Development is currently working with a variety of groups to provide the capital funding for this project. A mix of private donors, corporate partners, grants, and foundations are expected to fund the project.

|                                 |                                        |
|---------------------------------|----------------------------------------|
| Lindsay Corporation             | William & Ruth Scott Family Foundation |
| Bank of Lindsay                 | Sherwood Foundation                    |
| Farmers Coop                    | Ash Grove Foundation                   |
| AKRS Equipment                  | Valero Energy Co                       |
| Aksarben Foundation             | Bender Brothers                        |
| Dinkel Implement                | NE Owners Insurance                    |
| Farm Credit Services of America | Weise Cattle                           |
| Korth Carriers                  | Super Sales                            |
| Honey Hole Customs              | Klassen Seeds                          |
| State of NE Shovel Ready Grant  | Beller Feedlot Inc                     |

***If this project is not awarded the entire requested amount will you continue the project?***

Yes, the project will continue if this award is not granted. Thank you for your consideration of this request.

**Signature of applicant** (I signify that, if awarded, grant funds will only be used for improvements to visitor attractions owned by the public or any nonprofit organization, as the Nebraska Visitors Development Act, Neb. Rev. Stat. §81-3701 through §81-3724, et seq. (as amended from time to time) provides, as outlined in this application)



**Date**

9-30-2024

**A project budget and letters of support (minimum of 3) MUST be attached.**

Attachment #1. List of Board of Directors

The following are the names of the Board of Directors and officers of Lindsay Area Development.

Amber Klassen, President

Mary Backes, Vice-President

Jenny Korth, Secretary/Treasurer

Aaron Reichmuth

Tim Wiese

Kenneth Kurtenbach

Brian Wegener

Calvin Frisch

Michael Herchenbach

Ross Sueper

BY-LAWS  
OF  
LINDSAY AREA DEVELOPMENT

The following By-Laws have been duly adopted by the action of the directors of Lindsay Area Development, taken on the 14<sup>th</sup> day of May, 2017.

ARTICLE I

Offices

The principle office of the corporation in the State of Nebraska shall be located at 39787 355 AVE, Humphrey, NE 68644, County of Platte. The corporation may have such other offices, either within or without the State of Nebraska, as the board of directors may designate or as the business of the corporation may require from time to time.

The registered office of the corporation may be, but not need be, identical with the principal office, and the address of the registered office may be changed from time to time by the board of directors.

ARTICLE II

No Members

The corporation shall not have any members. Any action which would otherwise require approval by a majority of all members shall require only approval of the board of directors. All rights which would otherwise vest under the Nebraska Nonprofit Corporation Act in the members shall vest in the directors.

ARTICLE III

Directors

Section 1. Number and Powers. The corporation shall have no more than eleven (11) directors and shall not have less than nine (9). Collectively, the directors shall be known as the board of directors. The management of all the affairs, property and interest of the corporation shall be vested in the board of directors. In addition to the powers and authorities granted by these Bylaws, and the Articles of Incorporation expressly conferred upon it, the Board of Directors may exercise all such powers of the corporation and do all such lawful acts as required to meet its purpose.

Section 2. Change of Number. The number of directors may at any time be increased or decreased by amendment of the Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director.

Section 3. Terms of Office. Kristin Beller shall initially hold the office of director for the term of one (1) year and until a successor director has been elected.

Terrance L. Beller shall initially hold the office of director for the term of one (1) year and until a successor director has been elected.

Brad Busselman shall initially hold the office of director for the term of one (1) year and until a successor director has been elected.

Richard D. Frauendorfer shall initially hold the office of director for the term of one (1) year and until a successor director has been elected.

Jenna Klassen shall initially hold the office of director for the term of one (1) year and until a successor director has been elected.

Jenny Korth shall initially hold the office of director for the term of one (1) year and until a successor director has been elected.

Kenneth Kurtenbach shall initially hold the office of director for the term of one (1) year and until a successor director has been elected.

Craig Pfeifer shall initially hold the office of director for the term of one (1) year and until a successor director has been elected.

Aaron Reichmuth shall initially hold the office of director for the term of one (1) year and until a successor director has been elected.

Brian Wegener shall initially hold the office of director for the term of one (1) year and until a successor director has been elected.

Micaela A. O. Wegener shall initially hold the office of director for the term of one (1) year and until a successor director has been elected.

Thereafter, each director shall hold office for the term of one (1) year and until a successor director has been elected.

Section 4. Election. The directors shall be elected at each annual meeting of the board of directors as prescribed by Section 6 of this Article. The candidate receiving the highest number of votes for the one director to be elected is elected. Directors shall be eligible for reelection without limitation on the number of years they may serve.

Section 5. Compensation. The directors shall serve and perform their duties without compensation.

Section 6. Meetings.

- A. Annual meetings of the board of directors shall be held annually, without notice, on the 25<sup>th</sup> day of March, 2018, at 6:30 p.m. at the Lindsay Town Hall. Additional regular meetings may be held as scheduled by the directors from time to time.
- B. Special meetings of the board may be called by the president or vice-president or the secretary, or any three (3) directors. Special meetings shall be held on ten (10) days' notice by First Class Mail, postage prepaid, or on forty-eight (48) hours'

notice delivered personally or by telephone, telegraph or text message. Notice of the special meeting need not be given to any director who signed a Waiver of Notice or a written consent to holding the meeting or any approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto, or at its commencement, the lack of such notice to such director. All such waivers, comments, and approvals shall be filed with the corporate records or make a part of the minutes of the meeting.

- C. Eight (8) directors shall constitute a quorum of the board of directors for the transaction of business, except as hereinafter provided.
- D. Except as otherwise provided in the Articles in these By-Laws, or by law, every act or decision done or made by a two-thirds (2/3) of the directors present at a meeting duly held at which a quorum is present shall be the act of the board of directors, provided, however, that any meeting at which a quorum was initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken shall be approved by at least a majority of the required quorum for such meetings, or such greater number as is required by law, the Articles, or these By-Laws.
- E. A chairman selected by the directors present shall preside at meetings of the board of directors. The secretary of the corporation or, in the secretary's absence, any person appointed by the chairman shall act as secretary of the board. Members of the board of directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating at such meeting can hear one another. Such participation shall constitute personal presence at the meeting.
- F. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present the time of the adjournment.
- G. A director who is present at a meeting of the board of directors at which action on a corporate matter is taken shall be presumed to have assented to such action unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting, before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 7. Action Without Meeting. Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all members of the board of directors individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the board of the directors. Such action by written consent shall have the same force and effect as unanimous vote of such directors.

Section 8. Removal of Directors. Any director may be removed from office for any reason by a two-thirds (2/3) majority vote of the remaining directors.

Section 9. Resignation of Director. Any director may resign at his or her own discretion by giving written notice to the president, the secretary, or the board of directors of the corporation specifying the effective date of his resignation.

Section 10. Filling Vacancies. Vacancies on the board of directors may be filled by a majority vote of the board of directors then in office. Vacancies that do not result in the board size dropping below the minimum number defined in Section 1 of this Article do not need to be filled.

#### ARTICLE IV

##### Order of Business

##### Rules of Order

Section 1. Order of Business. The order of business at all meetings of the board of directors shall be:

1. Opening Prayer
2. Reading of the minutes of the previous meeting.
3. Consideration of the financial statements and reports.
4. Consideration of new and miscellaneous business.
5. Election of directors or officers, if that be an item of business.
6. Closing Prayer

Section 1. Rules of Order. Except as otherwise provided in Articles of Incorporation or these By-Laws, the latest edition of ROBERTS' RULES OF ORDER shall determine procedure in all meetings of the board of directors.

#### ARTICLES V

##### Officers

Section 1. Number and Titles. The officers of the corporation shall be a president, vice-president, a secretary, and a treasurer, each of whom shall be elected by the board of directors. Such other officers and assistance officers as may be deemed necessary may be elected or appointed by the board of directors.

Section 2. Appointment. The officers of the corporation shall be chosen by, and shall serve at the pleasure of the board of directors, subject to the rights, if any, of any officers under any contract of employment.

##### Section 3. Duties of Officers.

- A. President. The president shall be the general manager and chief executive officer of the corporation and shall, subject to the control of the board of directors, have supervision, direction and control over business and affairs of the corporation. Such officers shall

preside at all meetings of the board of directors. Such officers shall perform all duties incidental to the office of president and such other duties as may be required by law, by the Articles of Incorporation, or by the By-Laws, or which maybe prescribed from time to time by the board of directors.

- B. Vice-President. In the absence of the president, or in the event of his or her inability or refusal to act, the vice-president shall perform all duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions on, the president. The vice-president shall also keep or cause to be kept at the principal office of the corporation, or such other place as the board of directors may order, a book of minutes of all meetings of the board of directors. The vice-president shall perform such other and further duties as may be required by law or may be prescribed or required from time to time by the board of directors.
- C. Secretary. It shall be the duty of the secretary to keep an accurate record of accounts and procedures of all directors' meetings; give all notices required by law, the board of directors, the Articles of Incorporation or these By-Laws; assist in keeping the books of account of the corporation and its correspondence. The secretary shall have other duties and responsibilities, and may exercise such powers as are usually incidental to the office or, from time to time, may be assigned to him or her by these By-Laws, the board of directors or the president. The board of directors may delegate all or part of the authority and duties of the secretary to assistant secretaries.
- D. Treasurer. The treasurer shall have custody of the corporation's funds and securities; keep full and accurate accounts of all receipts and disbursements of the corporation, and inventory of assets and a record of liabilities of the corporation; deposit all money and other securities in such depositories as may be designated by the board of directors; disburse the funds of the corporation as ordered by the president or the board of directors, taking proper vouchers for disbursements; and prepare all statements and reports required by law, by the president or the board of directors. The treasurer shall have such other duties and responsibilities, and may exercise such other powers as are usually incidental to the office or as, from time to time, may be assigned to him or her by these By-Laws, the board of directors or the president. The board of directors may delegate all or part of the authority and duties of the treasurer to assistant treasurer.

Section 4. Removal of Officers. Any officer may resign at any time on written notice to the corporation without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. Officers may be removed with, or without cause, at any meeting of the board of directors by the unanimous vote of the directors.

## ARTICLE VI

### Special Committees

Standing or special committees may be appointed from its own number by the Board of Directors from time to time and the Board of Directors may from time to time invest such committees with such powers as it may see fit, subject to such conditions as may be prescribed by such board. All committees so appointed shall keep regular minutes of the transactions of their meetings and shall cause

them to be recorded in the books kept for that purpose in the office of the corporation. The designation of any such committee and the delegation of authority thereto, shall not relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

## ARTICLE VII

### Finance

Section 1. Depositories. The moneys of the corporation shall be deposited in the name of the corporation in such bank as the Board of Directors shall designate, and shall be drawn out only by check or other order for payment of money signed by such persons and in such manner as may be determined by resolution of the Board of Directors.

Section 2. Authorized Signors. The officers will be the authorized signors on the bank account(s) created for the corporation. For any transaction greater than \$500, the signature of two (2) officers is required. For checks greater than \$5,000 one of those officers must be the President.

Section 3. Approval of Expenses. For expenses greater than \$5,000 two-thirds (2/3) of the board must vote to approve.

## ARTICLE VIII

### Books and Records

Section 1. Books and Records. The corporation shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its Board of Directors and all special committees. Any books, records, and minutes may be in written form or any other form capable of being converted into written form within a reasonable time.

Section 2. Administration. Below is a Record Retention Schedule that is the initial maintenance, retention and disposal schedule for physical records of the corporation. The President is the officer in charge of the administration of this section and the implementation of processes and procedures to ensure that the Record Retention Schedule is followed. The board of directors is also authorized to: make modifications to the Record Retention Schedule from time to time to ensure that it is in compliance with local, state and federal laws and includes the appropriate document and record categories for the corporation monitor local, state and federal laws affecting record retention; annually review the record retention and disposal program; and monitor compliance with this Policy.

#### A. ACCOUNTING AND FINANCE

| <b>Record Type</b>                        | <b>Retention Period</b> |
|-------------------------------------------|-------------------------|
| Accounts Payable ledgers and schedules    | 7 years                 |
| Accounts Receivable ledgers and schedules | 7 years                 |

| <b>Record Type</b>                                                                       | <b>Retention Period</b>           |
|------------------------------------------------------------------------------------------|-----------------------------------|
| Annual Audit Reports and Financial Statements                                            | Permanent                         |
| Annual Audit Records, including work papers and other documents that relate to the audit | 7 years after completion of audit |
| Annual Plans and Budgets                                                                 | 2 years                           |
| Bank Statements and Canceled Checks                                                      | 7 years                           |
| General Ledgers                                                                          | Permanent                         |
| Interim Financial Statements                                                             | 7 years                           |
| Notes Receivable ledgers and schedules                                                   | 7 years                           |
| Investment Records                                                                       | 7 years after sale of investment  |

#### B. CONTRACTS

| <b>Record Type</b>                                                                                                                 | <b>Retention Period</b>                 |
|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Contracts and Related Correspondence (including any proposal that resulted in the contract and all other supportive documentation) | 7 years after expiration or termination |

#### C. CORPORATE RECORDS

| <b>Record Type</b>                                                                                                                                             | <b>Retention Period</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Corporate Records (minute books, signed minutes of the Board and all committees, corporate seals, articles of incorporation, bylaws, annual corporate reports) | Permanent               |
| Licenses and Permits                                                                                                                                           | Permanent               |

#### D. GRANT RECORDS

| <b>Record Type</b>                                                                                                                                     | <b>Retention Period</b>                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| Original grant proposal                                                                                                                                | 7 years after completion of grant period |
| Grant agreement and subsequent modifications, if applicable                                                                                            | 7 years after completion of grant period |
| All requested IRS/grantee correspondence including determination letters and “no change” in exempt status letters                                      | 7 years after completion of grant period |
| Final grantee reports, both financial and narrative                                                                                                    | 7 years after completion of grant period |
| All evidence of returned grant funds                                                                                                                   | 7 years after completion of grant period |
| All pertinent formal correspondence including opinion letters of counsel                                                                               | 7 years after completion of grant period |
| Report assessment forms                                                                                                                                | 7 years after completion of grant period |
| Documentation relating to grantee evidence of invoices and matching or challenge grants that would support grantee compliance with the grant agreement | 7 years after completion of grant period |
| Pre-grant inquiry forms and other documentation for expenditure responsibility grants                                                                  | 7 years after completion of grant period |
| Grantee work product produced with the grant funds                                                                                                     | 7 years after completion of grant period |

**a. MISCELLANEOUS**

| <b>Record Type</b>                                              | <b>Retention Period</b> |
|-----------------------------------------------------------------|-------------------------|
| Consultant's Reports                                            | 2 years                 |
| Material of Historical Value (including pictures, publications) | Permanent               |

|                                          |                                       |
|------------------------------------------|---------------------------------------|
| Policy and Procedures Manuals – Original | Current version with revision history |
| Policy and Procedures Manuals - Copies   | Retain current version only           |
| Annual Reports                           | Permanent                             |

**b. PROPERTY RECORDS**

| <b>Record Type</b>                                                   | <b>Retention Period</b> |
|----------------------------------------------------------------------|-------------------------|
| Correspondence, Property Deeds, Assessments, Licenses, Rights of Way | Permanent               |
| Original Purchase/Sale/Lease Agreement                               | Permanent               |
| Property Insurance Policies                                          | Permanent               |

**c. TAX RECORDS**

**General Principle:** Donors Forum must keep books of account or records as are sufficient to establish amount of gross income, deductions, credits, or other matters required to be shown in any such return.

These documents and records shall be kept for as long as the contents thereof may become material in the administration of federal, state, and local income, franchise, and property tax laws.

| <b>Record Type</b>                                 | <b>Retention Period</b> |
|----------------------------------------------------|-------------------------|
| Tax-Exemption Documents and Related Correspondence | Permanent               |
| IRS Rulings                                        | Permanent               |
| Excise Tax Records                                 | 7 years                 |
| Payroll Tax Records                                | 7 years                 |
| Tax Bills, Receipts, Statements                    | 7 years                 |

| <b>Record Type</b>                             | <b>Retention Period</b> |
|------------------------------------------------|-------------------------|
| Tax Returns - Income, Franchise, Property      | Permanent               |
| Tax Workpaper Packages - Originals             | 7 years                 |
| Sales/Use Tax Records                          | 7 years                 |
| Annual Information Returns - Federal and State | Permanent               |
| IRS or other Government Audit Records          | Permanent               |

**d. CONTRIBUTION RECORDS**

| <b>Record Type</b>                                                           | <b>Retention Period</b> |
|------------------------------------------------------------------------------|-------------------------|
| Records of Contributions                                                     | Permanent               |
| {Insert Name of Organization}'s or other documents evidencing terms of gifts | Permanent               |

**ARTICLE IX**

**Conflict of Interest**

The purpose of the conflict of interest policy is to protect the corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of one of its officers or directors, or that might otherwise result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable Nebraska and federal laws governing conflict of interest applicable to nonprofit and charitable corporations and is not intended as an exclusive statement of responsibilities.

A) Definitions: Unless otherwise defined, the terms used in this section have the following meanings:

1. "Interested Persons" - Any director, principal officer, or member of a committee with governing Board delegated powers, which has a direct or indirect financial interest, as defined below, is an interested person.

2. "Financial Interest" - A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

(a) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement;

(b) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement; or

(c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate governing Board or committee decides that a conflict of interest exists.

## B) Procedures

1. Duty To Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors, who are considering the proposed transaction or arrangement.

2. Determining Whether A Conflict Of Interest Exists After disclosure of the financial interest and all material facts, and after any discussion with the interested person, the interested person shall leave the Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

3. Procedure For Addressing The Conflict Of Interest In the event that the Board determines that a proposed transaction or arrangement presents a conflict of interest, the Board shall take the following actions:

(a) An interested person may make a presentation at the Board meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(b) The Chairperson of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the Board shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. It shall make its decision as to whether to enter into the transaction or arrangement in conformity with this determination.

4. Violations Of The Conflict Of Interest Policy If the Board has reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, it shall inform the interested person of the basis for such belief and afford the interested person an opportunity to explain

the alleged failure to disclose. If, after hearing the interested person's response and after making further investigation as warranted by the circumstances, the Board determines the interested person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE X

Seal

The board of directors shall provide a corporate seal which shall be circular in form and shall have the inscribed thereon the name of the corporation and the state of incorporation and the words "Corporate Seal".

ARTICLE XI

Amendment

These By-Laws may be amended, adopted, or repealed by action of the members by majority vote of the board of directors present and voting at regular or special meetings in accordance with the provisions of these By-Laws and law.

Enacted at the meeting of the board of directors held the 14<sup>th</sup> day of May, 2017.

IN TESTIMONY WHEREOF, we have hereunto subscribed our names.

---

Micaela A. O. Wegener, Vice President

---

Jenny Korth, Secretary

**Attachment 3. Schedule of Board Meetings**

The Board meetings for LAD are generally held every 2 months. Dates for the next meeting are determined based upon director availability at the end of each meeting. Frequency will adjust as needed based upon active projects and other activities.

The next scheduled board meeting is November 6<sup>th</sup> at 8:30pm.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 19 2017**

LINDSAY AREA DEVELOPMENT  
39787 355TH AVE  
HUMPHREY, NE 68642

Employer Identification Number:  
82-1539424  
DLN:  
17053198305007  
Contact Person:  
MITCHELL P STEELE ID# 31360  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
May 19, 2017  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

LINDSAY AREA DEVELOPMENT

Sincerely,

*Stephen a. martin*

Director, Exempt Organizations  
Rulings and Agreements

**Attachment 5  
Annual Attendance Estimations**

| Event Type                          | Est. Attendance | Frequency (per year) | Total         | Calculation Notes                                                                                                                                                                 |
|-------------------------------------|-----------------|----------------------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Winter Youth BB League              | 576             | 8                    | 4,608         | 3rd-8th grade (6 levels) * 2 (boy/girls) = 12 teams<br>10 players per team + 2 coaches = 144 participants<br>3 spectators per participant = 576 attendees                         |
| Winter Adult BB League              | 240             | 8                    | 1,920         | 8 teams with 10 players each<br>2 spectators per participant                                                                                                                      |
| Fall Youth VB League                | 288             | 8                    | 2,304         | 3rd-8th grade (6 levels) = 6 teams<br>10 players per team + 2 coaches = 72 participants<br>3 spectators per participant = 288 attendees                                           |
| Summer Youth BB League              | 396             | 5                    | 1,980         | 3rd-8th grade, Freshman, JV, Varsity (9 levels) * 2 (boy/girls) = 18 teams<br>10 players per team + 1 coaches = 198 participants<br>1 spectators per participant = 396 attendees  |
| Summer Youth VB League              | 176             | 5                    | 880           | 3rd-8th grade, Freshman, JV, Varsity (9 levels) = 8 teams<br>10 players per team + 1 coaches = 88 participants<br>1 spectators per participant = 176 attendees                    |
| Sporting Events                     |                 |                      | 10,250        | Current Attendance needs are 750 per VB game and 1000 per BB game, half of all HS games for Lindsay School held at facility = 3 VB games and 8 BB games.                          |
| Performing Arts                     | 450             | 1                    | 450           | Competitions include 4-5 schools with casts of 30 members. = 150 cast members.<br>Assuming 2 spectators per cast member = 5*30*2 = 300 spectators.                                |
| Weddings/Large Family               | 500             | 6                    | 3,000         | Assuming 50% of all weddings held at Holy Family Church would host receptions. Avg guest size of past 5 years of local weddings is 500.                                           |
| Tradeshow                           | 6,000           | 1                    | 6,000         | Assuming 1 tradeshow or corporate event per year.                                                                                                                                 |
| Gym Memberships                     | 259             | 52                   | 13,468        | Assuming 25 family memberships with 4 attendees every week<br>Assuming 1 attendee per week of committed memberships (150 Lindsay Corp, 20 Coop, 15 Bank, 20 school, 50 community) |
| Education/Small Group Meeting/Misc. | 5,000           | 1                    | 5,000         | Use of additional meeting rooms, 4H club's use, distance learning capabilities, educational offerings, performing art/live band entertainment and remote worker work space.       |
| <b>Total</b>                        | <b>13,885</b>   | <b>95</b>            | <b>49,860</b> |                                                                                                                                                                                   |

| ITEM No.                                 | DESCRIPTION                                                  | PERCENTAGE         | QUANTITY  | COST         | TOTAL               | COMMENTS                       |
|------------------------------------------|--------------------------------------------------------------|--------------------|-----------|--------------|---------------------|--------------------------------|
| <b>(MAIN GYMNASIUM / FITNESS CENTER)</b> |                                                              |                    |           |              |                     |                                |
| 6.0                                      | <b>SITE / BUILDING CONSTRUCTION COST</b>                     |                    |           |              |                     |                                |
| 6.1                                      | SITE / GENERAL CONSTRUCTION                                  |                    | 30,690 SF | \$197.18 /SF | \$6,051,306         |                                |
| 6.2                                      | MECHANICAL CONSTRUCTION                                      |                    | 30,690 SF | \$31.41 /SF  | \$963,830           |                                |
| 6.3                                      | ELECTRICAL CONSTRUCTION                                      |                    | 30,690 SF | \$39.92 /SF  | \$1,225,160         |                                |
| 6.4                                      | ALTERNATE #1 (MULTIPURPOSE ROOM 203)                         |                    | 2,750 SF  | \$119.57 /SF | \$328,820           |                                |
| 6.5                                      | ALTERNATE #2 (NORTH GRAVEL PARKING LOT)                      |                    | 25,275 SF | \$2.59 /SF   | \$65,376            |                                |
| 6.6                                      | ALTERNATE #3 (PARKING LOT LIGHTING)                          |                    |           |              | \$60,156            |                                |
| 6.7                                      | ALTERNATE #5 (MOISTURE MITIGATION SYSTEM AT WOOD FLOOR)      |                    |           |              | \$4,798             |                                |
| 6.8                                      | <b>TOTAL BUILDING CONSTRUCTION</b>                           |                    |           |              | <b>\$8,699,446</b>  |                                |
| 6.9                                      | GENERAL CONDITIONS, GENERAL REQUIREMENTS, ETC.               | 8% OF 6.8          |           |              | \$679,648           |                                |
| 6.10                                     | CM SERVICES                                                  | 3.25% OF 6.8       |           |              | \$289,898           |                                |
| 6.11                                     | CONSTRUCTION CONTINGENCY                                     | 3% OF 6.8          |           |              | \$267,598           |                                |
| 6.12                                     | <b>TOTAL SITE / BUILDING CONSTRUCTION COST</b>               |                    |           |              | <b>\$9,936,590</b>  | = SAMPSON BID SUMMARY 05-07-24 |
| 7.0                                      | <b>FURNITURE, FIXTURES AND EQUIPMENT (FF&amp;E)</b>          |                    |           |              |                     |                                |
| 7.1                                      | FOOD SERVICE EQUIPMENT                                       |                    |           |              | \$25,000            | CONCESSIONS                    |
| 7.2                                      | OFFICE FURNISHINGS                                           |                    |           |              | \$4,000             |                                |
| 7.3                                      | MULTI-PURPOSE ROOM FURNISHINGS                               |                    |           |              | \$15,000            |                                |
| 7.4                                      | TELEPHONE, IT AND SECURITY SYSTEMS                           |                    |           |              | \$50,000            |                                |
| 7.5                                      | DONOR WALL GRAPHICS                                          |                    |           |              | \$15,000            | ESTIMATE UNTIL FINAL CONCEPT   |
| 7.6                                      | TIP AND ROLL BLEACHERS                                       |                    | 6         | \$1,600.00   | \$9,600             |                                |
| 7.7                                      | SCORERS TABLE                                                |                    | 1         | \$6,000.00   | \$6,000             |                                |
| 7.8                                      | PLAYERS CHAIRS                                               |                    | 20        | \$250.00     | \$5,000             |                                |
| 7.9                                      | LED SCOREBOARD / FIXED DIGIT SCOREBOARD / LOCKER ROOM CLOCKS |                    |           |              | \$95,000            |                                |
| 7.10                                     | BUILDING MAINTENANCE SYSTEMS                                 |                    |           |              |                     | BY OWNER                       |
| 7.11                                     | FITNESS EQUIPMENT                                            |                    |           |              |                     | BY OWNER                       |
| 7.12                                     | <b>TOTAL FURNITURE, FIXTURES AND EQUIPMENT COST</b>          |                    |           |              | <b>\$224,600</b>    |                                |
| 8.0                                      | <b>SOFT COSTS</b>                                            |                    |           |              |                     |                                |
| 8.1                                      | DESIGN SERVICES - ARCH, STRUCT, MECH, ELEC, INT. DESIGN      | 7.5% OF 6.12, 7.12 |           |              | \$660,000           |                                |
| 8.2                                      | CIVIL ENGINEERING                                            |                    |           |              | \$61,500            |                                |
| 8.3                                      | GEOTECHNICAL REPORT                                          |                    |           |              |                     | COMPLETED IN PRIOR PHASE       |
| 8.4                                      | SITE SURVEY                                                  |                    |           |              |                     | COMPLETED IN PRIOR PHASE       |
| 8.5                                      | PROCORE/SUBMITTAL EXCHANGE                                   |                    |           |              |                     | BY CM                          |
| 8.6                                      | LAND                                                         |                    |           |              |                     | BY OWNER                       |
| 8.7                                      | INSURANCE, CLOSING, LEGAL SERVICES, INTEREST                 |                    |           |              |                     | BY OWNER                       |
| 8.8                                      | MOVING EXPENSES                                              |                    |           |              |                     | BY OWNER                       |
| 8.9                                      | <b>TOTAL SOFT COSTS</b>                                      |                    |           |              | <b>\$721,500</b>    |                                |
| 9.0                                      | <b>TOTAL PROJECT COST</b>                                    |                    |           |              | <b>\$10,882,690</b> |                                |

(MAIN GYMNASIUM / FITNESS CENTER)

10.1 FIRST FLOOR = 26,920 SF

10.2 MEZZANINE FLOOR = 6,520 SF

EXHIBIT D - PROJECT COST ANALYSIS



LINDSAY AREA EVENT AND WELLNESS CENTER  
1/22/2024

| ITEM NO.                       | DESCRIPTION                                             | PERCENTAGE        | QUANTITY  | COST           | TOTAL              | COMMENTS       |
|--------------------------------|---------------------------------------------------------|-------------------|-----------|----------------|--------------------|----------------|
| <b>PHASE II (EVENT CENTER)</b> |                                                         |                   |           |                |                    |                |
| 13.0                           | <b>SITE CONSTRUCTION COST</b>                           |                   |           |                |                    |                |
| 13.1                           | SITE GRADING                                            |                   | 1.2 AC    | \$30,000 /AC   | \$36,000           |                |
| 13.2                           | SITE FINE GRADING                                       |                   | 1.2 AC    | \$20,000 /AC   | \$24,000           |                |
| 13.3                           | SITE UTILITIES                                          |                   | 1.2 AC    | \$50,000 /AC   | \$60,000           |                |
| 13.4                           | SITE PARKING LOT                                        |                   | 29 PS     | \$2,800.00 /PS | \$81,200           |                |
| 13.5                           | <b>TOTAL SITE CONSTRUCTION COST</b>                     |                   |           |                | <b>\$201,200</b>   |                |
| 14.0                           | <b>BUILDING CONSTRUCTION COST</b>                       |                   |           |                |                    |                |
| 14.1                           | PHASE I - GENERAL CONSTRUCTION                          |                   | 13,500 SF | \$140.00 /SF   | \$1,890,000        |                |
| 14.2                           | PHASE I - MECHANICAL CONSTRUCTION                       |                   | 13,500 SF | \$25.00 /SF    | \$337,500          |                |
| 14.3                           | PHASE I - ELECTRICAL CONSTRUCTION                       |                   | 13,900 SF | \$15.00 /SF    | \$208,500          |                |
| 14.4                           | <b>TOTAL BUILDING CONSTRUCTION COST</b>                 |                   |           |                | <b>\$2,436,000</b> |                |
| 14.5                           | GENERAL CONDITIONS, GENERAL REQUIREMENTS, ETC.          | 12% OF 13.5, 14.4 |           |                | \$316,464          |                |
| 14.6                           | DESIGN CONTINGENCY                                      | 5% OF 13.5, 14.4  |           |                | \$131,860          |                |
| 14.7                           | OWNER CONTINGENCY                                       | 5% OF 13.5, 14.4  |           |                | \$131,860          |                |
| 14.8                           | <b>TOTAL SITE / BUILDING CONSTRUCTION COST</b>          |                   |           |                | <b>\$3,217,384</b> | = \$238.32 /SF |
| 15.0                           | <b>FURNITURE, FIXTURES AND EQUIPMENT (FF&amp;E)</b>     |                   |           |                |                    |                |
| 15.1                           | STACKABLE TABLES                                        |                   |           |                | \$50,000           |                |
| 15.2                           | STACKABLE CHAIRS                                        |                   |           |                | \$50,000           |                |
| 15.3                           | STAGE CURTAINS, EQUIPMENT, ETC.                         |                   |           |                | \$150,000          |                |
| 15.4                           | TELEPHONE, IT AND SECURITY SYSTEMS                      |                   |           |                | \$50,000           |                |
| 15.5                           | BUILDING MAINTENANCE SYSTEMS                            |                   |           |                |                    | BY OWNER       |
| 15.6                           | DESIGN CONTINGENCY                                      | 5% OF SECTION 15  |           |                | \$5,000            |                |
| 15.7                           | OWNER CONTINGENCY                                       | 5% OF SECTION 15  |           |                | \$5,000            |                |
| 15.8                           | <b>TOTAL FURNITURE, FIXTURES AND EQUIPMENT COST</b>     |                   |           |                | <b>\$310,000</b>   |                |
| 16.0                           | <b>SOFT COSTS</b>                                       |                   |           |                |                    |                |
| 16.1                           | DESIGN SERVICES - ARCH, STRUCT, MECH, ELEC, INT. DESIGN | 7.5% OF 14.8      |           |                | \$241,304          |                |
| 16.2                           | REIMBURSABLE EXPENSES ESTIMATED                         | 4% OF 16.1        |           |                | \$9,652            |                |
| 16.3                           | CIVIL ENGINEERING                                       |                   |           |                | \$40,000           |                |
| 16.4                           | GEOTECHNICAL REPORT                                     |                   |           |                | \$10,000           |                |
| 16.5                           | SITE SURVEY                                             |                   |           |                | \$12,000           |                |
| 16.6                           | PROCORE/SUBMITTAL EXCHANGE                              |                   |           |                | \$5,000            |                |
| 16.7                           | LAND                                                    |                   |           |                |                    | BY OWNER       |
| 16.8                           | INSURANCE, CLOSING, LEGAL SERVICES, INTEREST            |                   |           |                |                    | BY OWNER       |
| 16.9                           | MOVING EXPENSES                                         |                   |           |                |                    | BY OWNER       |
| 16.10                          | <b>TOTAL SOFT COSTS</b>                                 |                   |           |                | <b>\$317,956</b>   |                |
| 17.0                           | <b>TOTAL PHASE II PROJECT COST</b>                      |                   |           |                | <b>\$3,845,340</b> |                |

PHASE II (EVENT CENTER)

18.1 FIRST FLOOR = 13,500 SF



# Lindsay Insurance Agency

September 11, 2024

To Whom it May Concern:

Lindsay Insurance Agency is in support of the development of the Event and Wellness Center in Lindsay, Nebraska. We know that it will provide a great opportunity for surrounding communities to use the facilities for weddings, basketball tournaments, vendor shows, and many more activities. This will provide not only the community of Lindsay great support for economic development, but also Platte County.

We are elated to see the new development and projects that have taken place since the project has launched. For example, we have a housing additional that lies on the northwest corner of Lindsay and over 7 lots sold within the past three months to individuals and developers that believe in the growth of Lindsay. It is the place to live and visit for that matter.

On behalf of Lindsay Insurance, I would highly recommend and appreciate the support from Platte County visitor's bureau in supporting the Event and Wellness Center Project.

Robert Kurtenbach

Sr. Insurance Agent



109 Maple Street  
Lindsay, NE 68644

September 12, 2024

Platte County Visitors Bureau,

Lindsay Area Investment Club (LAIC) is a group of private investors from the community who contribute annually to further our mission to “investing together to move our community forward.” As we have been in operation over the past 7 years and evaluated multiple projects for viability, there has been a strong need identified in the community to help grow our businesses by attracting people to our community, not only with new housing, but also with facilities to host events and activities.

LAIC very strongly supports the Lindsay Area Event and Wellness Center project. The impact of this project in Lindsay has already created the growth of new housing in our community since this project has been announced. A new subdivision has been started around the facility with three new homes already in the building process, one in which LAIC is investing to help with the housing needs in our community. Three additional lots in the subdivision have been purchased for spec homes, and an apartment complex will be built in Lindsay.

The Event and Wellness Center project offers many new opportunities to our residents, new and old to have an indoor place to walk, fitness center, a place to host events, family gatherings and business “showroom.” The event center will help contribute to out-of-town revenue to our local businesses when hosting events such as tournaments, ball games, and weddings. This facility will also provide new job opportunities.

This is an exciting and wonderful opportunity to help our community move forward.

Thank you for your consideration,

A handwritten signature in cursive script that reads "Jenny Herchenbach".

Jenny Herchenbach

# Humphrey Democrat

Patrick & Kelly Murphy  
Editors & Publishers  
hydemo@eaglecom.net

P.O. BOX 158 • 314 MAIN STREET • HUMPHREY, NE 68642-0158 • (402) 923-1400

I would like to take this time to share my support of the Lindsay Area Event & Wellness Center.

What started as a group of people getting together to talk about how they can make their community better and make sure it not only exists, but grows, has turned into a movement any town would be envious to have.

Members of the Lindsay Area Development and Lindsay Area Investment Club have been working for years to grow Lindsay area. They have started a new faith-based school, an annual celebration called Pivot Days, construction of a walking/biking trail is complete, they have partnered with Columbus Community Hospital to bring a medical clinic to Lindsay, and now construction is under way on the Lindsay Area Event & Wellness Center will have an ever-lasting impact in the community.

All of these projects have grown from a group of people who care enough about their community to get involved, and not just talk about what needs to be done, but are doing it.

The Event & Wellness Center is a multi-purpose building, a state-of-the-art facility where vows are exchanged at church, and the wedding party heads a few blocks to the reception hall — where memories are made.

- Kids will play there, with stands filled by their family and friends.
- There will be a modern weightroom.
- Students will perfect their acting chops on stage.
- Workers will enhance their skills in training sessions.

This is the type of project communities need to stay viable. It will bring people to town for all of the aforementioned events and more. The benefits of the Center will reverberate throughout the area. Lindsay will become a destination for events, as well as for people looking to stay and raise families, and others looking for a small, but progressive community to start their families.

The revenue generated from the Event & Wellness Center will be felt throughout the community, as travelers will gas-up, stop at the grocery store for snacks and more, grab a bite to eat at the local restaurant and bar. Those dollars will be circulated around town over and over again, making it a long-lasting benefit for the entire town.

The benefits of having a facility like this also will be felt throughout Platte County. It will be a facility the Visitors Bureau can promote as another feather in the cap of Platte County as a place for people to visit and enjoy the attractions.

Community members have put in the time and effort over the years to make Lindsay an even better place to live, and to point it toward the future. Any help that can be provided will help ensure its future.

Thank you,

Patrick Murphy, Owner/Publisher of The Humphrey Democrat

## Jenny Korth

---

**From:** tim wiese <twiese5030@hotmail.com>  
**Sent:** Saturday, September 14, 2024 7:02 PM  
**To:** Jenny Korth  
**Subject:** Platte Country Visitor's Bureau -

Platte Country Visitor's Bureau -

The Event and Wellness Center is essential to Lindsay and surrounding community for a multitude of reasons. This type of development is vital to keep small towns alive. The Event and Wellness Center will help attract families to live and play in the Lindsay area, which will in turn help fill jobs and keep business lights on. In addition, the Event and Wellness Center will ensure our youth have opportunities to thrive.

In recent years the job market has been one of the toughest parts of running any small business. As an owner of the local restaurant and bar I battle the job market daily. In my experience, the best staff are those who are local. The people are not fighting the cost and time of driving each day and also care more about what the establishment means for the community. We must do everything we can to attract families who want to live and work in the area, which is exactly what the Event and Wellness Center will do.

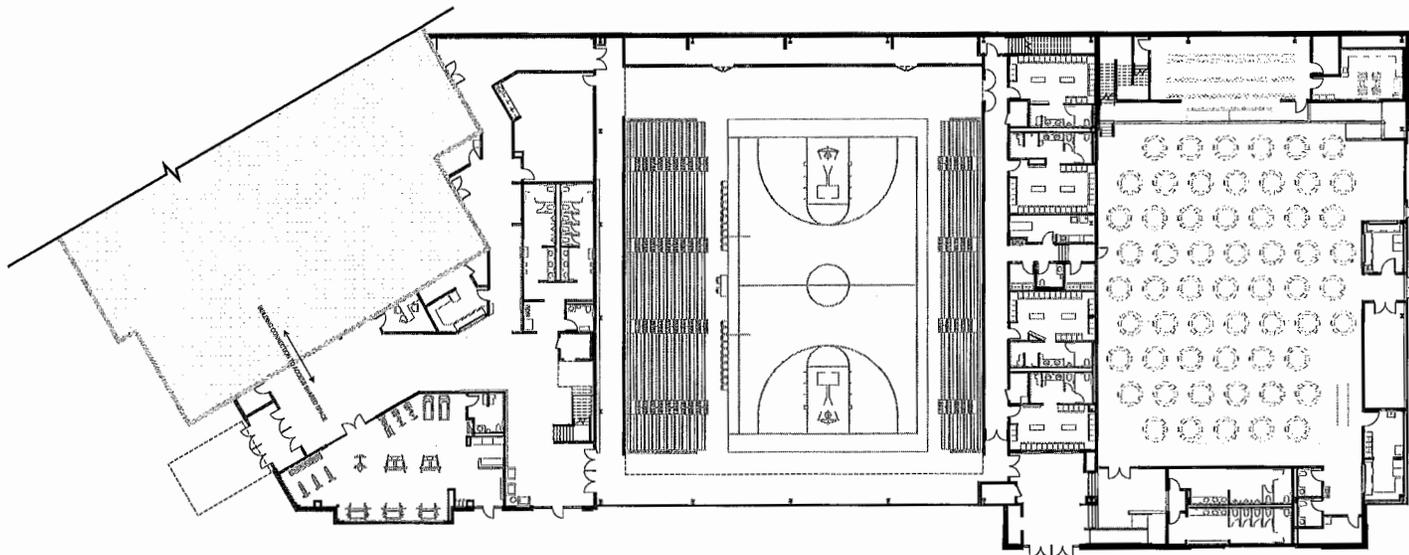
Activities held at the Event and Wellness Center will undoubtedly help bring visitors to town who will patronize our establishment and other local businesses. Lindsay does not currently have the ability to hold large gatherings such as weddings, family reunions, trade shows, or athletic events. These events draw in a large number of visitors from outside the community who will often patronize small businesses. This is pivotal to each small business' chance of survival and in turn is pivotal in the town's likelihood of prospering.

Most will agree, raising children in a rural setting is an unparalleled experience. However, we must also ensure our youth have the exposure and resources to make them competitive outside the area. Currently, a large number of our kids go to the large town and cities for these activities. The Event and Wellness Center will be an additional local resource to provide the highest quality educational and recreational activities for our youth. In addition, this will ease the travel and financial burden of many families

For these reasons and many more I am in support of the Event and Wellness Center. I personally support our community in all ways I can. I firmly believe we must continue to invest in the area as we seek advancement.

Sincerely,  
Tim Wiese

Sent from my iPhone



PLAN NORTH



TRUE NORTH



Lindsay Area Development  
**Lindsay Area Development - Event and Wellness Center**

701 Elm Street  
Lindsay, NE 68644

**Event and Wellness Center Overall Plan**

1/16" = 1'-0"

**MVP** | ARCHITECTS

PH: 24-009

07/24/24

**SD110**



Lindsay Area Development  
Lindsay Area Development - Event and Wellness Center  
781 Elm Street  
Lewiston, ME 04244

Exterior Perspective

**MVP** | ARCHITECTS  
PH: 201.011  
0305024

SD906



Lindsay Area Development  
Lindsay Area Development - Event and Wellness Center  
789 Elm Street  
Lewiston, ME 04244

Interior Perspective | Event and Wellness Center  
SOUTH ENTRANCE LOBBY

MVP ARCHITECTS  
PH: 21.051  
03/05/24

SD930







Lindsay Area Development  
Lindsay Area Development - Event and Wellness Center

781 Elm Street  
Lindsay, NE 68344

Interior Perspective | Event and Wellness Center  
EAST ENTRANCE LOBBY

**MVP** | ARCHITECTS

PN 23-001

03/05/24

SD933



Lindsay Area Development  
Lindsay Area Development - Event and Wellness Center

700 Elm Street  
Lenoir, NC 28644

Interior Perspective | Event and Wellness Center  
EAST ENTRANCE LOBBY

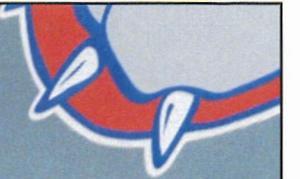
MVP ARCHITECTS

PH: 23.051

03/05/24

SD934





Lindsay Area Development  
Lindsay Area Development - Event and Wellness Center  
701 Elm Street  
Lindsay, NC 28544

Interior Perspective | Event and Wellness Center  
COMMONS

MVP | ARCHITECTS

PN 23 051  
03/05/24

SD936



Lindsay Area Development  
Lindsay Area Development - Event and Wellness Center  
701 Elm Street  
Lindsay, NE 68544

Interior Perspective | Event and Wellness Center  
GYMNASIUM

MVP ARCHITECTS

PH: 231.051

03/2024

SD937





Lindsay Area Development  
Lindsay Area Development - Event and Wellness Center

701 Elm Street  
Lindsay, NE 68044

Interior Perspective | Event and Wellness Center  
GYMNASIUM

MVP ARCHITECTS

PH 23-001  
03/20/24

SD939



Lindsay Area Development  
Lindsay Area Development - Event and Wellness Center

701 Elm Street  
Lindsay, NE 68044

Interior Perspective | Event and Wellness Center  
FITNESS

**MVP** ARCHITECTS

PH: 23.001

03/2024

SD940



Lindsay Area Development  
Lindsay Area Development - Event and Wellness Center

100 Elm Street  
Lindsay, NE 68044

Interior Perspective | Event and Wellness Center  
FITNESS

**MVP** | ARCHITECTS

PN 23-051

03/05/24

SD941



Lindsay Area Development  
Lindsay Area Development - Event and Wellness Center  
701 Elm Street  
Lindsay, NE 68544

Interior Perspective | Event and Wellness Center  
FITNESS

**MVP** | ARCHITECTS  
PR: 23-051  
03/25/24

SD942



Lindsay Area Development  
Lindsay Area Development - Event Center

701 Elm Street  
Lindsay, NE 68544

Interior Perspective | Event Center  
STAGE CONFIGURATION

MVP ARCHITECTS

PH: 402.666.1524

08/15/24

SD960



Lindsay Area Development  
Lindsay Area Development - Event Center

701 Elm Street  
Lindsay, NE 68444

Interior Perspective | Event Center  
LOBBY / PREFUNCTION

MVP | ARCHITECTS

PN 28-006

08/15/24

SD950



Lindsay Area Development  
**Lindsay Area Development - Event Center**

701 Elm Street  
Lindsay, NE 68544

**Interior Perspective | Event Center**  
LOBBY / PREFUNCTION

**MVP** | ARCHITECTS

PN 24-006

08/15/24

**SD951**



Lindsay Area Development  
**Lindsay Area Development - Event Center**

701 Elm Street  
Lincoln, NE 68504

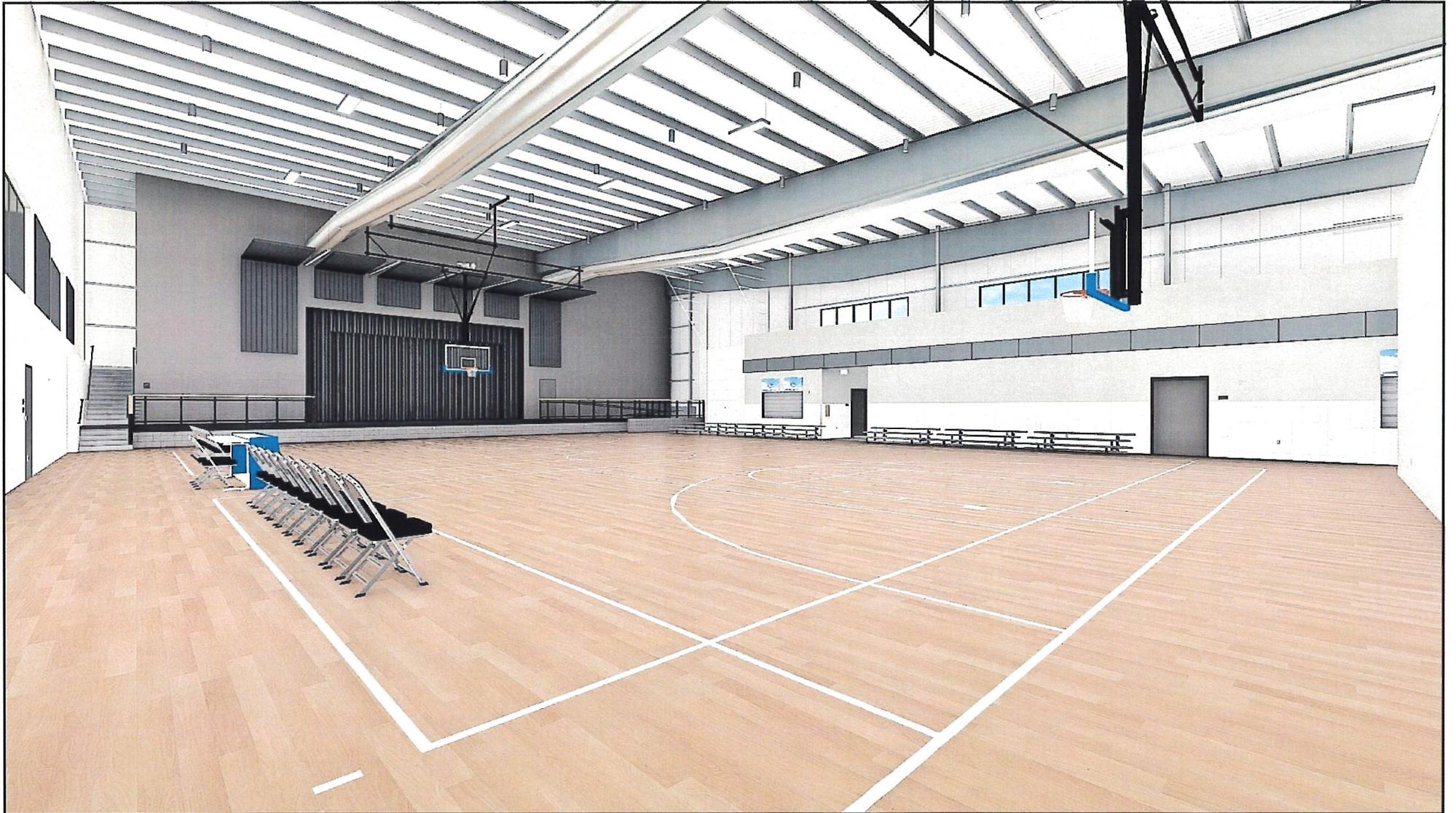
**Interior Perspective | Event Center**  
BASKETBALL CONFIGURATION

**MVP** | ARCHITECTS

PN 24-006

08/15/24

**SD952**



Lindsay Area Development  
**Lindsay Area Development - Event Center**

701 Elm Street  
Lindsay, NE 68304

**Interior Perspective | Event Center**  
BASKETBALL CONFIGURATION

**MVP** | ARCHITECTS

PN 24-006

08/15/24

**SD953**



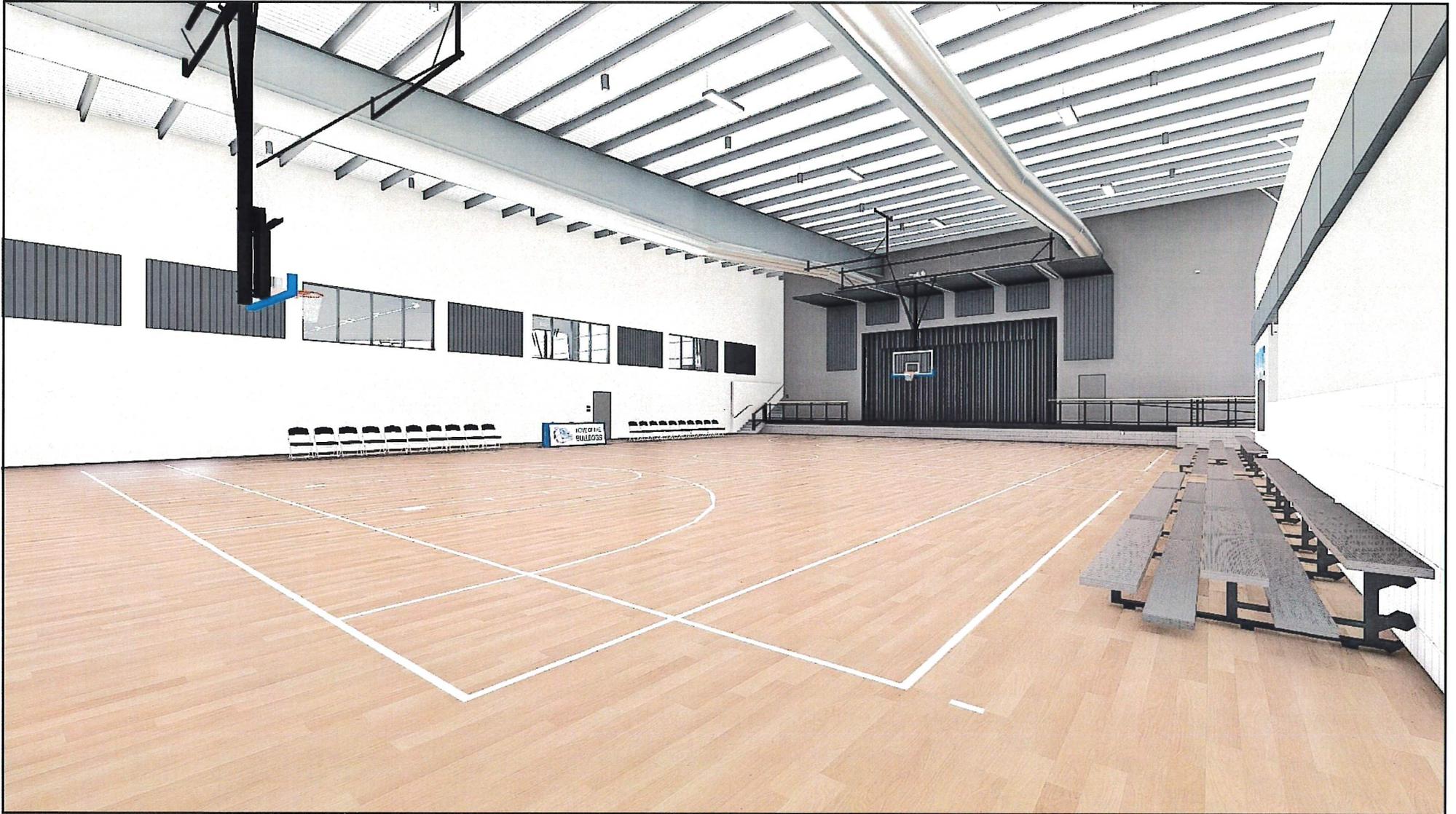
Lindsay Area Development  
**Lindsay Area Development - Event Center**

701 Elm Street  
Lindsay, NE 68544

**Interior Perspective | Event Center**  
BASKETBALL CONFIGURATION

**MVP** | ARCHITECTS  
PN 24-006  
08/15/24

**SD954**



Lindsay Area Development  
**Lindsay Area Development - Event Center**  
701 Elm Street  
Lindsay, NE 68644

**Interior Perspective | Event Center**  
BASKETBALL CONFIGURATION

**MVP** | ARCHITECTS

PN 24-006

12/15/24

**SD955**



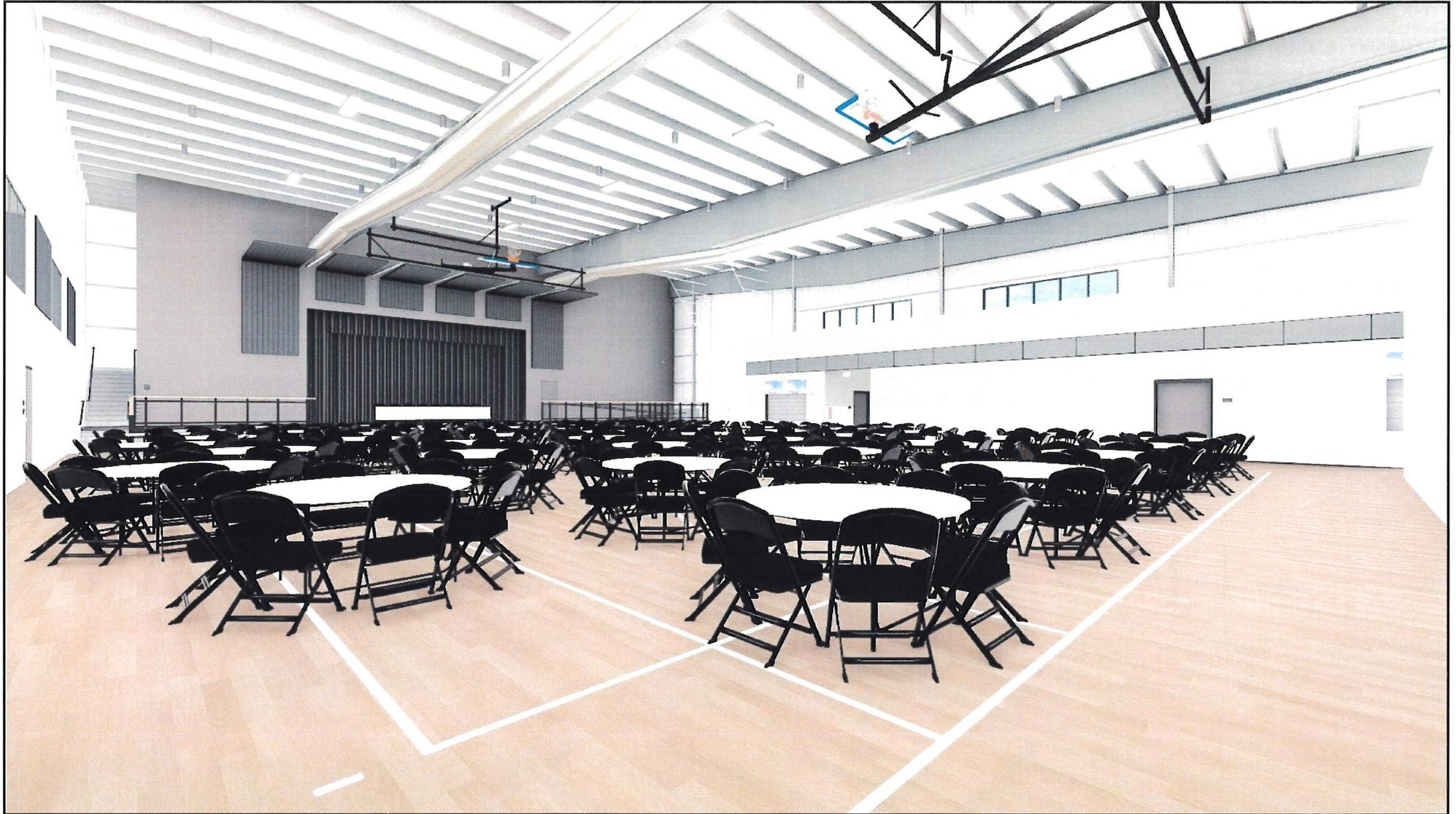
Lindsay Area Development  
**Lindsay Area Development - Event Center**  
701 Elm Street  
Lindsay, NE 68644

**Interior Perspective | Event Center**  
WEDDING CONFIGURATION

**MVP** | ARCHITECTS

PN 24-056  
10/15/24

**SD956**



Lindsay Area Development  
**Lindsay Area Development - Event Center**

701 Elm Street  
Lindsay, NE 68524

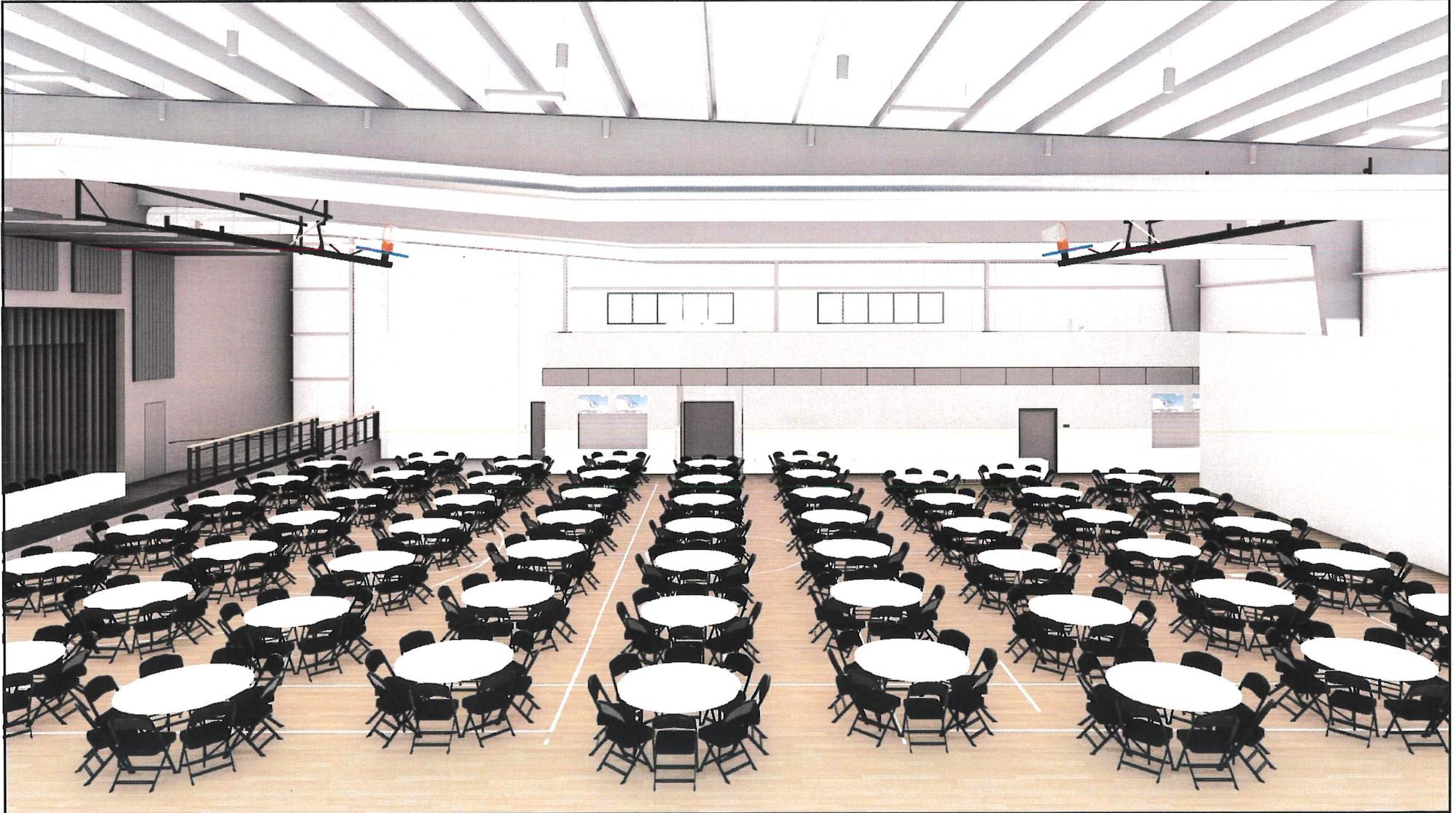
**Interior Perspective | Event Center**  
WEDDING CONFIGURATION

**MVP** | ARCHITECTS

PN 24-006

06/19/24

**SD957**



Lindsay Area Development  
**Lindsay Area Development - Event Center**

701 Elm Street  
Lindsay, NC 28544

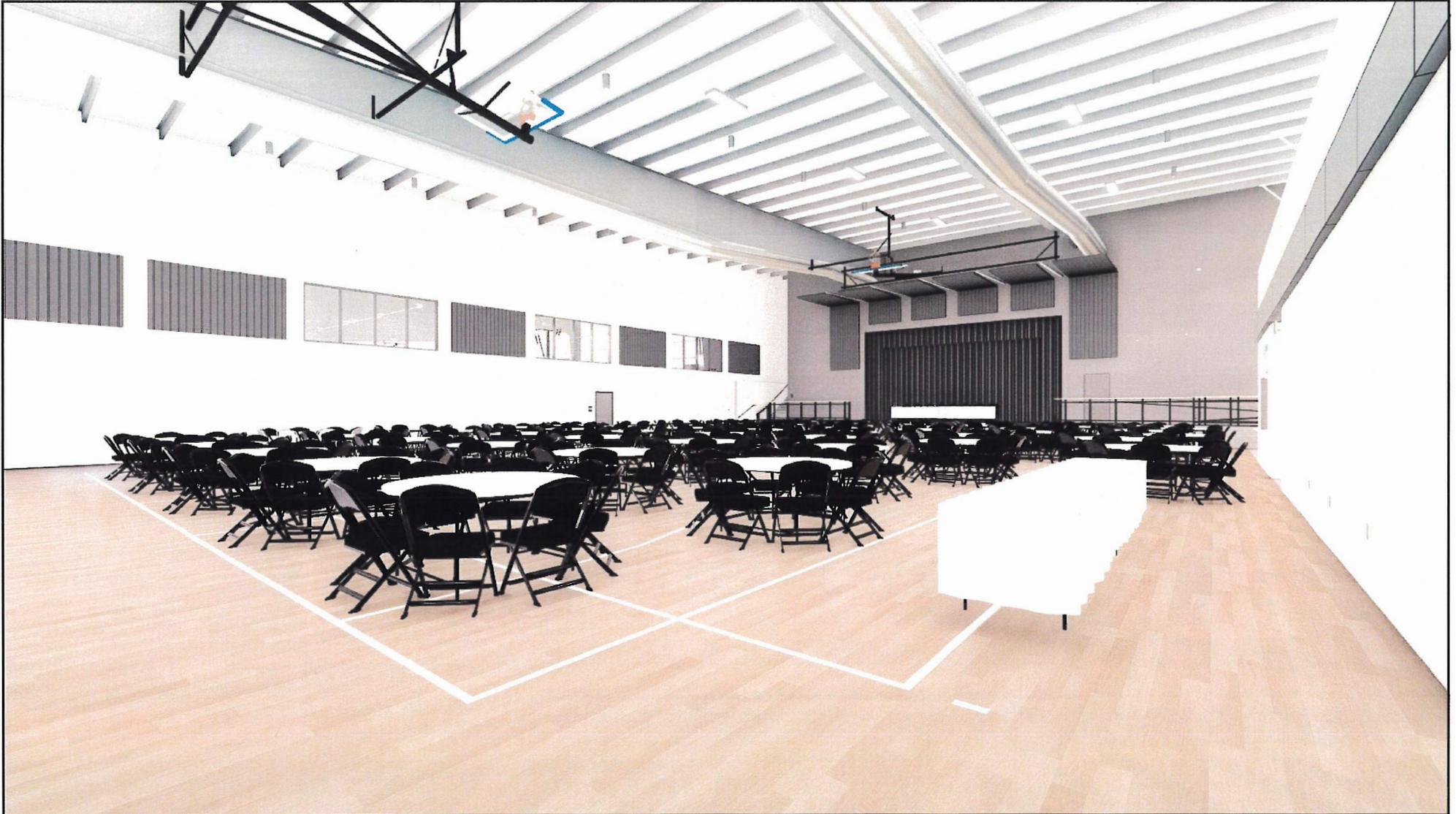
**Interior Perspective | Event Center**  
WEDDING CONFIGURATION

**MVP** ARCHITECTS

PN 24-005

08/15/24

**SD958**



Lindsay Area Development  
**Lindsay Area Development - Event Center**  
701 Elm Street  
Lincoln, NE 68504

**Interior Perspective | Event Center**  
WEDDING CONFIGURATION

**MVP** | ARCHITECTS  
PH 24.005  
09/15/24

**SD959**

# **Columbus Area Convention & Visitors Bureau**

## **Grant Request from Lakeview Booster Club**

1. Grant Application
2. Project Description with Photos
3. Timeline and Budget
4. Contractor Bids
5. Proof of Nonprofit Status
6. Letters of Support
7. Board of Directors
8. Bylaws
9. Schedule of Board Meetings
10. Thank you



## PLATTE COUNTY

### 2024 IMPROVEMENT FUND GRANT GUIDELINES AND APPLICATION

#### **PURPOSE OF FUNDS**

The purpose of the Platte County Improvement Fund grant is to provide funding for the improvement of existing or creation of new visitor attractions and facilities in Platte County. The funds available through this program are provided from the lodging tax revenue fund and are to be used for visitor attractions or recreational facilities that attract visitors to Platte County, Nebraska, owned by the public or any nonprofit organization, as the Nebraska Visitors Development Act, Neb. Rev. Stat. §81-3701 through §81-3724, et seq. provides.

#### **USE OF FUNDS**

Tax revenues are deposited in one or both of two funds: 1) a County Visitors Promotion Fund and/or 2) a County Visitors Improvement Fund.

For the County Visitors Promotion Fund, a maximum 2% lodging tax can be collected for use in tourism promotion and marketing, but not for construction of attractions or other tourism facilities.

For the County Visitors Improvement Fund, a maximum 2% lodging tax can be collected for: 1) making grants for planning, construction, renovation, expanding, and improving attractions owned by the public or any nonprofit organization (except for attractions where pari-mutuel wagering is conducted), or 2) tourism promotion and marketing, when the attractions in a county are determined to be adequate and not needing improvement. Revenues in only the County Visitors Improvement Fund can be used for capital construction, and must be for attractions that are open to the public and are of educational, cultural, historical, artistic, or recreational significance. Revenues may also be used for acquiring or expanding exhibits for existing attractions. The maximum grant from the Improvement Fund cannot be greater than the annual proceeds from a 1% lodging tax for a term not to exceed 20 years.

Revenues in both funds can be used for printing brochures, erecting signs, mass media advertising, and other tourism promotion and marketing.

#### **CRITERIA FOR GRANTS:**

Applications for funding from the Improvement Fund will be considered based on the Committee's assessment of these criteria:

- a project's potential to draw overnight guests to Platte County will be given priority consideration.
- long-term investment in the community, and will provide a good "rate of return" to the region comparing the amount of money requested with the total revenue from out-of-town.
- is unique to the area; something that can be identified with Platte County and when visitors think of the attraction, they think of Platte County.
- will encourage and solicit attendance from the general public.
- attraction must generate positive visibility for Platte County.

## **EXCLUSIONS**

No part of the grant funds may be used for:

- general operating funds
- for additional or current personnel salaries
- for supplies and equipment
- for general maintenance of an existing facility
- for items not included in the approved grant application
- in any manner that would violate the Nebraska Visitors Development Act, Neb. Rev. Stat. §81-3701 through §81-3724, et seq. All grants are discretionary, based upon available funds, other anticipated uses, appropriateness and anticipated effectiveness of proposed use.

## **APPLICATION PROCESS**

### **APPLICATION**

Each grant application must include a complete grant application; project description, timeline and budget; contractor bids, proof of nonprofit status and letters of support (minimum of 3). No faxed or emailed copies of the grant will be accepted. Failure to complete the entire application may result in rejection of your fund request.

### **DEADLINES**

All Visitor Improvement Fund Grant applications must be submitted to the Columbus Area Convention & Visitors Bureau office by 12:00 pm CT Tuesday, October 1, 2024. NO EXCEPTIONS. One original application and 8 complete copies must be submitted at this time. No faxed or email copies will be accepted.

The Columbus Area Convention & Visitors Bureau Advisory Committee will review each grant application. Upon approval or modification by the Platte County Board of Supervisors, considering the Advisory Committee recommendation, notification will be made in writing to the winning applicants.

Projects funded through the Improvement Fund must be completed within 18 months of the date of application approval, unless written authorization of deadline extension is received from Platte County. For projects not completed within the 18-month time frame without written authorization of extension, the grant will immediately be terminated and funds will not be distributed. Multi-year projects must provide a progress report quarterly.

### **PRESENTATION**

- Applicants must be present at the Advisory Committee meeting at which their application is reviewed.
- Applicants will be notified of presentation date & time by the Convention & Visitors Bureau Director.
- Presentations must not be longer than 15 minutes.

## **ANNOUNCEMENT OF AWARD**

Approved applicants will be notified by the Columbus/Platte County Convention & Visitors Bureau and additional paperwork will be required.

**CONTRACT**

All awards are subject to Platte County (Grantor) and awarded applicant (Grantee) entering into a contract detailing each parties' obligations. If the parties are unable to enter into a mutually agreeable contract, then the awarded grant will be disallowed.

The Grantee will obtain all necessary local and state permits.

**CREDITING REQUIREMENT**

Upon project completion a permanent sign or plaque acknowledging the Columbus Area Convention & Visitors Bureau's support shall be placed in a prominent location. For multi-year improvement projects, temporary signage acknowledging the support of Columbus Area Convention & Visitors Bureau should be placed in a prominent location.

**REPORTING**

Thirty days after the completion of the project, or the end of the calendar year for multi-year projects, a report will be submitted to the Convention & Visitors Bureau giving final results or progress toward results. The report must outline if the objectives of the project were met, if not, what were the circumstances that led to the lack of progress. The report will also include copies of all paid receipts/invoices and copies of checks used to pay the invoices. No money will be released until the final report is presented and approved. Furthermore, no money will be released beyond those expenses documented by paid receipts.

**PAYMENT**

- Grants are paid directly to the grantee, not to vendors of products or services.
- Upon receipt and acceptance of the final project report or the end-of-year progress report, the Columbus Area Convention & Visitors Bureau will request a check from the Platte County Clerk for the payment of grant funds, depending upon availability of funds. This check will be sent by the Clerk directly to the grantee.
- The Platte County Board of Supervisors and the Columbus Area Convention & Visitors Bureau can only use proceeds from the Platte County Visitors Improvement Fund to fund any project herein and shall not obligate itself to use any money outside the Platte County Visitors Improvement Fund to fund any project herein.
- Furthermore, the Convention & Visitors Bureau shall not give multi-year grants (taking into consideration all other grants) that obligate Platte County to amounts over and above amounts accruing in the Improvement Fund through the collection of the 2% Lodging Tax.

**REVIEW PROCESS**

Grants are discretionary, based upon available funds, other anticipated uses, appropriateness and anticipated effectiveness of the accepted project. Furthermore, said project must continue to comply with the Nebraska Visitors Development Act, Neb. Rev. Stat. §81-3701 through §81-3724, et seq.



## 2024 Visitor Improvement Fund Grant Application

*Please attach the following documents relating to your organization:*

1. List of Board of Directors
2. Copy of bylaws
3. Schedule of Board meetings
4. Copy of determination letter from the IRS confirming tax exempt status.

Please type the following information or print legibly.

|                                   |               |
|-----------------------------------|---------------|
| Lakeview High School Booster Club | 842993626     |
| Organization Name                 | Tax ID Number |

|                |                        |
|----------------|------------------------|
| Katie Tomky    | Executive Board Member |
| Contact Person | Title                  |

|                  |
|------------------|
| 3744 83rd Street |
| Address          |

|          |          |       |
|----------|----------|-------|
| Columbus | Nebraska | 68601 |
| City     | State    | Zip   |

|              |     |                  |
|--------------|-----|------------------|
| 402-852-6044 | Fax | ktomky@gmail.com |
| Telephone    | Fax | E-mail           |

Our organization is \_\_\_\_\_ Publicly Owned  501(c)3/501(c)4

**Attendance**

Annual attendance to your facility 2-3,000

% of visitors from outside Platte County 40%

Method used to determine attendance and % of visitors Annual Gate Sales and reservations/scheduling the field for use.

Is your attraction open to the public?  Yes  No

**Please check one or more of the following which describe(s) your organization.**

- Educational       Artistic       Cultural
- Recreational       Historical       Entertainment

Explain:

**Educational:** The field at Lakeview serves a vital educational role within the community. It is utilized by Lakeview High School for physical education classes, contributing to students' physical development and promoting the values of teamwork, discipline, and sportsmanship. Additionally, it is the main practice and game field for the Lakeview High School Softball team. Through competitive sports, students gain practical skills and experiences that complement their academic growth. By hosting games with schools from across the region, including schools such as Seward, Grand Island Central Catholic, David City and Central City, the field fosters an environment where students can learn the importance of community, perseverance, and healthy competition.

**Recreational:** The field acts as a hub for community recreation, supporting a range of programs for all age groups. The Lakeview Baseball/Softball Association utilizes the field for its programs, which cater to hundreds of children from t-ball through 14 and under teams annually. This provides a structured environment for youth to engage in physical activity and promotes lifelong habits of health and wellness. The field is also the home practice field to the Lakeview Platte Center Legion Baseball teams, offering young athletes an avenue to hone their skills and build camaraderie. Additionally, Columbus Mariners and Columbus Outlaws travel baseball teams use the facility for practices and home games. By offering these recreational opportunities, the field significantly contributes to the community's physical and social well-being.

**Entertainment:** The field enhances the community's cultural and entertainment landscape by hosting numerous sporting events throughout the year. It is a venue for doubleheaders and competitive games that attract teams and spectators from cities like Omaha, Lincoln, Kearney, and beyond. These events provide entertainment for residents and visitors, fostering a sense of community pride and unity as families and

supporters gather to cheer for local teams. By opening the field to the public when not in official use, it becomes a communal space where individuals can enjoy informal play and leisure activities, further enriching the community's quality of life.

In summary, the Lakeview softball field serves as a multifaceted community asset, offering educational opportunities for students, recreational programs for youth, and entertainment for the broader public. Its diverse usage features its importance in promoting physical health, social cohesion, and community engagement.

Total Project Cost \$ 75,850

Visitor Improvement Funds requested for this project \$ 65,000

A detailed budget worksheet must be included.

\*\*Please refer to the attached bids for detailed project estimates and proposals.

***Please provide a brief description of the project. (If additional room is needed an additional page may be attached.) Description must be limited to no more than one page.***

**Project Description:** The Lakeview Field is seeking to enhance its safety and visual appeal through the installation of a new backstop system. This proposed system will feature 30-foot-tall steel poles in a sleek black finish, paired with durable nylon netting, providing a robust barrier for the field. At the base of the net, a 30-inch padded wall will be installed to further enhance safety and protection for players and spectators.

The primary goal of this project is to elevate the safety standards of the field. The new backstop will offer increased protection for fans seated in the stands, significantly reducing the risk of injury from passed balls, wild pitches, and foul balls. Additionally, it will serve to safeguard nearby properties and vulnerable traffic traveling on 83<sup>rd</sup> Street, including the Schaben family residence which is located a short distance to the west of the field, by preventing errant balls from causing damage.

Beyond safety, the installation of this backstop system will enhance the overall aesthetics of the field, creating a more professional and visually appealing environment for players, spectators, and the community directly visible to 83<sup>rd</sup> Street traffic. By implementing this upgrade, the Lakeview Field will not only meet higher safety standards but also provide an improved experience for all who use and enjoy this vital community asset.

***How will this project increase visitation to or encourage visitors to stay longer in Columbus/Platte County?***

Upgrading the Lakeview Softball Field backstop will significantly enhance the facility's safety and appeal, transforming it into a premier venue for local, regional, and even state-level events. By providing a safer and more professional environment, this project will make the field more attractive to teams and organizations looking for high-quality venues to host Conference, District, and league play. These events have the potential to draw numerous teams and their supporters from across Nebraska and neighboring states, resulting in increased visitation to Columbus and Platte County.

When teams and families travel for sporting events, they often seek more than just a game—they look for a complete experience. With an upgraded field, Columbus can position itself as a go-to destination for high school softball and youth baseball events and tournament sites. These multi-day events not only bring players and coaches but also attract family members and fans who will spend money at local hotels, restaurants, and shops. The increased traffic during these events will contribute to the local economy, providing a boost to small businesses and service providers in the area.

Additionally, a more appealing and safer softball field encourages visitors to stay longer. Enhanced facilities provide a more enjoyable spectator experience, leading attendees to spend more time at games. As visitors attend events, they are more likely to explore other local attractions, thereby extending their stay in Columbus and the surrounding areas. This project, therefore, is not just an investment in the Lakeview field but in the broader community, positioning Columbus as a hub for sports tourism and a welcoming destination for athletes and their families.

***What other agencies or groups are co-sponsoring the project?***

The Lakeview Booster Club and Lakeview Community Schools are actively co-sponsoring this project by providing financial support. The Booster Club, dedicated to enhancing athletic programs and facilities, has committed funds to ensure the project's success and its positive impact on student-athletes and the community. Lakeview Community Schools is also contributing to this initiative, reflecting its commitment to providing a safe and high-quality environment for both educational and extracurricular activities. Together, these contributions demonstrate a strong partnership and shared vision for improving the Lakeview Field as a vital community resource.

***If this project is not awarded the entire requested amount will you continue the project?***

If a substantial portion of the funding for the backstop system is secured, we are committed to proceeding with the project. We recognize the importance of this upgrade for the safety and enhancement of the Lakeview Field and are prepared to explore additional funding sources or make necessary adjustments to ensure its completion. Our priority is to implement this vital safety improvement, and we remain dedicated to finding a viable path forward even if full funding is not achieved.

|                                                                                                                                                                                                                                                                                                                                                                            |             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Signature of applicant</b> (I signify that, if awarded, grant funds will only be used for improvements to visitor attractions owned by the public or any nonprofit organization, as the Nebraska Visitors Development Act, Neb. Rev. Stat. §81-3701 through §81-3724, et seq. (as amended from time to time) provides, as outlined in this application)<br><br><b>X</b> | <b>Date</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|

**A project budget and letters of support (minimum of 3) MUST be attached.**

## **Project Description**

The Lakeview Field is seeking to enhance its safety and visual appeal through the installation of a new backstop system. This proposed system will feature 30-foot-tall steel poles in a sleek black finish, paired with durable nylon netting, providing a robust barrier for the field. At the base of the net, a 30-inch padded wall will be installed to further enhance safety and protection for players and spectators.

The primary goal of this project is to elevate the safety standards of the field. The new backstop will offer increased protection for fans seated in the stands, significantly reducing the risk of injury from passed balls, wild pitches, and foul balls. Additionally, it will serve to safeguard nearby properties and vulnerable traffic traveling on 83<sup>rd</sup> Street, including the Schaben family residence which is located a short distance to the west of the field, by preventing errant balls from causing damage.

Beyond safety, the installation of this backstop system will enhance the overall aesthetics of the field, creating a more professional and visually appealing environment for players, spectators, and the community directly visible to 83<sup>rd</sup> Street traffic. By implementing this upgrade, the Lakeview Field will not only meet higher safety standards but also provide an improved experience for all who use and enjoy this vital community asset.



## Empire Fence & Netting

PO Box 553

Waverly Ne 68462

P: 402-429-7472

Email: jayne@empire-fence.com

***Solutions for all your fence and  
netting needs!***

**Columbus Lakeview**

**Date: 8/14/2024**

### **Backstop System -**

Provide and install:

- (1) 4 Pole Inline Backstop System 30' H x 50' x 30' x 50'
- (2) 10.75" Steel Poles, 30 AGL and 10' Embedment
- (2) 8.625" Steel Poles, 20 AGL and 8' Embedment
- Netting to be #36 Knotted Nylon Netting UV treated black
- Includes removal and disposal of existing structures
- 30" H x 136 LF Fusion Wall padding
- All padding to be 3/4" weather treated sheathing backed, 3" high impact foam, wrapped in 18oz vinyl
- posts to be 2.5" set no more than 4' oc

**TOTAL: \$75,850.00**

### **Batting Cage -**

Provide and install:

- (1) 6 Pole Single Batting Cage 14' H x 14' W x 75' L
- (6) 8.625" Steel Poles, 14 AGL and 7' Embedment
- Netting to be #36 Knotted Nylon Netting UV treated black
- Includes removal and disposal of existing structures

**TOTAL: \$29,500.00**

### **Fielder's Choice Dugouts-**

Provide and install:

- (2) 8' x 40' Steel pre-engineered dugouts. Includes 3" x 3" plated mounted columns.
- Metal roofing to be 24-gauge with trim.
- Recommend 4" thick concrete slab with 8" x 8" thickened edge (slab provided by others)
- Chain-link enclosure and provided by others
- (2) 12 Helmet Cubby Rack (one for each dugout)
- (2) Angled Bat Rack, each holds 15 bats (one for each dugout)
- Includes removal and disposal of existing structures

**TOTAL: \$60,700.00**

### **Benches -**

Provide and install:

- (2) 30' Aluminum benches with back rest
- 1 bench per dugout
- Recommend concrete pad for anchorage by others

**Bleachers –**

- (3) non-elevated 5 row x 21' Bleacher with aisle
- (1) non-elevated 10 row x 30' Bleacher with aisle
- All aluminum understructure; 2x10 anodized seat plank
- 4' center aisle with handrails
- Chain link fence security down to row 2
- Recommend concrete pad for anchorage (by others)

**TOTAL: \$92,900.00 (for benches & bleachers)**

**Bleacher Cover–**

- (1) Royal T Post Bleacher Shade Cover, 15' x 30'
- Frame to be (2) 5" x 5" columns
- Commercial shade fabric: color TBD

**TOTAL: \$47,700.00**

**Foul Poles –**

- (1) set of 3.5" O.D foul poles
- All steel frame, direct buried, painted (colors of choice - yellow, orange, or white)
- 12'x 18" visibility wing

**TOTAL: \$16,200.00**

**Discus Cages-**

Product Details:

- (2) Gill model 8010 with 80102 safety netting
- (6) 14' tall, rolled aluminum poles
- Poles are 2-7/8"OD, 6063-T6 aluminum tube
- Each pole stands in a 30" deep ground sleeve
- Net height is 13'6" tall
- Includes extra safety net; 8'T x 64'7"L

**TOTAL: \$27,200.00**

**Flagpole –**

- (1) 30' Satin Aluminum finish flagpole with gold ball ornament and stationary truck rope pulley
- Galvanized steel foundation sleeve

**TOTAL: \$12,400.00**

***\*All material supplied by Unlimited Sports Solutions\****

***\*If Engineering is required, please add \$1,500\****

**Lighting-**

Provide and Install lighting around the existing baseball field:

- (34) Fixtures for Field Lighting – GeoSport CLIR – Standard Visor
- (28) Fixtures for Field Lighting – GeoSport CLIR – TSL - Standard Visor
- (4) Fixtures for Egress and/or Spectator AreasField Lighting – GeoSport CLIR – TSL - Standard Visor

- (8) 70' MH Concrete Encased Direct Embedded Steel Sports Lighting Poles
  - NE Engineer Stamped foundation design to be provided upon award of the project
- Pre-Wired Plug and play cross arms down to remote fuse distribution panel
- Remote fuse distribution panel inclusive of individual fixture fusing, additional 75kA surge Protection and disconnect per hole
- 10 Year Manufacturers' Warranty
- Onsite Pushbutton manual on/off controls with 10 years of service
- Estimate assumes that existing electrical service to the existing electrical pole locations can be reused.

**TOTAL: \$360,000.00**

### Standard Notes & Exclusions – Unless otherwise noted

- No surveying and / or staking included
- No grading, grubbing, clearing, or staking of fencing location lines
- Retainage will not apply to temporary fencing
- Sleeves or sonotubes are not provided
- Mow curb/strip are not provided
- Providing, running, or installation of electrical or conduit is not included
- Installing of grounding or components is not included
- Not responsible for cable locating in post tension construction
- Providing or installing of rebar in concrete footings is not included
- No project specific employee background, drug screening or DMV history will be added if required.
- No demo or removal of any existing fences or structures
- Not responsible for compliance with local zoning or regulations
- Not responsible for obtaining permits or inspection
- Prevailing, union, or Davis-Bacon wages are not included
- No bid bond and performance bond
- No engineer's report
- No rock drilling and/or core drilling
- Private utilities to be located by others in accordance with state standards. In the event these utilities are damaged because of improper locating Empire Netting & Fence will not be responsible for damages and associated costs.
- No removal of hazardous materials
- Not responsible for damages caused by others
- Hydrovac is not included
- Sales Tax not included

#### Payment Terms:

- By accepting this proposal as indicated by my signature, I acknowledge the scope of work to be completed, understand all proposal notes, and guarantee payment according to the terms set forth in this proposal.
- Estimate is valid for 15 days
- Additional fees will be added for special billing processes such as Textura

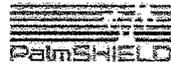
### Terms & Conditions

1. Terms and Acceptance. By signing this proposal, the Buyer has completely reviewed and agreed with the prices, specifications and the Buyer is authorizing Empire Netting & Fence to complete the specified work. If not signed by the Buyer, Seller shall have no obligations under this agreement.

2. **Payment Terms.** Balance due within 15 days of completion. If payment is withheld without approval, the contract amount will increase by 5%. Services and handling charges of 1.5% per month, 18% per annum applies to delinquent accounts that are not paid within the 15 days of project completion.
3. **Warranties.** Empire Netting & Fence, as fence contractor for the above referenced project does hereby warrant that for a period of one year from the date of project completion, the work will remain free from all defects in workmanship and materials, except as noted below. This warranty is extended to the original owner and is non-transferrable. No warranty will be applied to any fence projects, or portions of work which are repairs or add-ons to existing fences, railings, netting, or posts, and do not involve completely new fence installations. Seller does not warranty damage to the materials installed caused by excessive irrigation, failure to keep fences free of excessive vegetation, soil contraction due to insufficient hydration or other causes. Seller uses only prime lumber materials but makes no warranty that wood products will not naturally warp or split over time. If you require repairs, to a fence or structure constructed with wood products, which are due to warping, splitting, or any other natural characteristic of wood, labor charges will apply. Although Seller generally purchases lumber materials from the same sources to ensure consistency, we do not guarantee consistency in coloration. If any person, firm or corporation other than Seller, performs or attempts to perform any repairs, modifications, or other changes to the completed work, then this warranty will become null and void. Some fence material including ornamental steel and aluminum, and vinyl fence products, have a manufacturer's warranty which many apply for periods longer than that of the Seller.
4. **Returns.** Goods cannot be returned without Seller's prior agreement and permission. If Seller authorizes a return, Buyer is responsible for return freight and a 15% minimum restocking fee.
5. **Modifications.** This bid is based off documents provided, any deviation in material or services may require adjustment to time, material, and cost. Change orders will be submitted to the Buyer and performed only after Buyer approval and signature. All modifications shall be in writing and shall be affixed to the original bid.
6. **Claims.** Buyer assumes full responsibility for damage to marked and unmarked underground utility, telephone, T.V., cable or sprinkler systems. Buyer agrees or allows Empire Netting & Fence to locate the fence within 18 inches of buried utilities. Buyer agrees to defend, hold harmless and indemnify Empire Netting & Fence against all claims, liabilities and expenses for trespass and damage arising out of location of said fence, railing, bollards, posts, and netting.
7. **Installation.** All installations shall be performed by the Seller. If any person, firm or corporation other than Empire Netting & Fence performs or attempts to perform any repairs, then the warranty will be null and void. Changes to installation of fencing, netting, bollards, gates, railings, or any materials agreed upon between the Buyer and Seller, due to varying ground and structure conditions are not the responsibility of the Seller.
8. **Delays.** This contract is subject to Seller's ability to obtain some or all the materials from remote manufacturers or suppliers within the time estimated on the Bid. Seller shall be diligent to obtain all materials but shall not be liable for any delay in delivery or shipment of the Materials or any part or portion thereof arising from the cause wholly or partly beyond Seller's control. Seller will not be responsible for any costs incurred for delays caused by Buyer, owner, Architect, inclement weather, site accessibility or any conditions beyond the control of Seller. Agreed upon installation dates is based on site availability and receiving all necessary approved drawings.
9. **Force Majeure.** In no event shall the Seller be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by directly or indirectly, forces beyond its control, including without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God and interruptions, loss or malfunctions of utilities, communications or computer services; it being understood that the Buyer shall use reasonable efforts which are consistent with accepted practices to resume performance as soon as practicable under the circumstances.
10. **40-hour Work Week.** The regular work week for a full-time employee is Monday through Friday 7:00 AM to 4:00 PM, 40 hours.
11. **Hidden or Changed Conditions.** Any work not indicated in the plans or specifications, that must be added, repaired, or replaced because of hidden, concealed, or changed conditions, or that is required for compliance with building codes or other regulations, shall result in a change order, and shall be paid for in full by the Owner, subject to the terms and conditions of this contract.

# AMERICAN FENCE COMPANY

Omaha • Lincoln • Grand Island • Sioux City • Des Moines • Cedar Rapids • Sioux Falls • Rochester  
 AmeriFence Corporation – Kansas City • AmeriFence Corporation – Madison • American Security & Gate Company - Fargo



## FENCING & GATE PROPOSAL

|                                                                           |              |
|---------------------------------------------------------------------------|--------------|
| Date: 7-24-2024                                                           | SHEET 1 of 3 |
| Attn: Sheila Sloup                                                        |              |
| Project: Ballfield Project – Columbus, NE                                 |              |
| Scope: CHAIN LINK FENCE<br>NET BACKSTOP                                   |              |
| <i>Note: This scope of work is specific and limited to the following:</i> |              |
| Addendum Received: NA                                                     |              |
| Specifications Section: NA    Plan Sheets: NA                             |              |

| Project Scope Information<br>(This must be included in full no any contracts)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Provide and install new galvanized chain link fence at dugouts, sidelines, and outfield.</p> <ul style="list-style-type: none"> <li>- Includes 28 LF of 7' tall fence along front of each dugout; bottom rail included</li> <li>- Includes (1) 4' wide x 7' tall swing gate at front of each dugout</li> <li>- Includes 40 LF of 6' tall fence on one side and backside of dugout; bottom rail included</li> <li>- Includes 80 LF of 8' tall fence extended off each dugout along sidelines; bottom rail included</li> <li>- Includes 950 LF of 6' tall fence along remainder of sidelines and outfield; bottom tension wire included</li> <li>- Includes (1) 12' wide x 6' tall swing gate along west side line</li> <li>- Includes (2) 20' tall yellow foul poles; no wing section included (per additional cost)</li> <li>- 2.5" OD Line Posts; 3" OD Terminal Posts</li> <li>- 10" x 36" Line Post Footing; 12" x 42" Terminal Post Footing</li> <li>- Corrugated pipe top rail cover not included; per additional cost if needed</li> </ul> <p><b>PRICE: \$ 48,300.00</b></p> |
| <p>2. Provide and install new 37' tall net backstop</p> <ul style="list-style-type: none"> <li>- Includes (4) black powder coated 12-3/4" OD poles set in 24" x 72" deep concrete footings</li> <li>- Includes 18" wide x 6" deep concrete mowstrip beneath net to secure net cables to with brackets</li> <li>- Includes eyelit bolt set in concrete footing beneath net to secure cable to; spaced 5' apart</li> </ul> <p><b>PRICE: \$ 94,300.00</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

## Terms and Conditions

By signing this proposal, the customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, the customer is authorizing American Fence Company / AmeriFence Corporation to complete the work. Unless stated, the fence does not include a warranty. Customer is financially responsible for cancellation fees and costs of special order materials if the customer elects to cancel the contract. TERMS: 60% Down. Balance due on date of completion. No retention to be withheld. If withheld without approval, the contract amount will be 5% more than what is shown on the proposal. Service and handling charge of 1.5% per month-18% per annum applies to delinquent accounts not paid within 5 days of completion. Customer assumes full responsibility for location of property pins, staking of fence, and inaccurately placed pins and stakes. Customer understands that American Fence Co. may stake the fence based on the proposal and/or in consideration of existing utilities that do not reflect the actual location of customer's property. Customer agrees to defend, hold harmless and indemnify American Fence Co. against claims, liabilities and expenses for trespass and damage arising out of location of said fence. Customer assumes full responsibility for damage to marked and unmarked underground utility, telephone, T.V., cable or sprinkler systems. Customer requests, agrees or allows American Fence Co. to locate the fence within 18 inches of any buried utilities; customer agrees to defend, hold harmless and indemnify American Fence Co. against all claims, liabilities and expenses as a result of damage to these utilities and property. If the contract price is not paid when due, customer agrees to allow American Fence Co. to trespass on to their property and remove fence at the company's discretion. Furthermore, customer agrees to indemnify and hold harmless American Fence Co. for any damage done to the property as a result of removal of the fence. All modifications shall be in writing and shall be affixed to the original bid. This agreement and subsequent modifications shall be contingent upon strikes, accidents, shortages or delays beyond the control of American Fence Co. Time stated for installation is purely estimated. Customer agrees and accepts that AFC will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by customer. Changes to the fence due to varying ground conditions are not the responsibility of American Fence Co. Customer to carry fire, tornado and other necessary insurance. This proposal cannot be withdrawn by customer after acceptance of proposal. American Fence Co. has the right to reject any bid. Legal and related fees accrued in an effort to collect on this account for whatever reason will be the responsibility of the customer. By signing this proposal, customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, customer is authorizing American Fence Co. to complete the work. The customer is financially responsible for cancellation fees and costs of special order materials in the event the customer elects to cancel the contract. TERMS: 60% Down. Balance due on substantial completion. Service and handling charge of 5% per month-60% per annum will apply to delinquent accounts past 10 days. Customer acknowledges that this is page two of two and has received page one.

By signing below, I acknowledge and agree with all stated herein inclusive of both pages one and two of this proposal.

Customer signature: \_\_\_\_\_ Date: \_\_\_\_\_

Customer printed name: \_\_\_\_\_ Date: \_\_\_\_\_

Customer invoicing email address: \_\_\_\_\_

Contact Us

Landri Swett

O:402-563-3766

C:402-276-2964

E: Landriswett@frontier.com

Contact Us

Terry Swett

O:402-563-3766

C:402-276-1426

E: Terry@noswettfencing.com



Address: 382 Road 1 Columbus, NE 68601

Website: Noswettfencing.com

PROPOSAL:

DATE: 9/3/24

LAKEVIEW SCHOOL BALLFIELD

BALLFIELD BACKSTOP AND DUGOUTS REPLACEMENT AND ENTIRE FENCE AROUND FACILITY.

TEAR OUT AND REMOVAL OF EXISTING BACKSTOP AND DUGOUTS AND CHAIN LINK FENCE AROUND FACILITY.

INSTALL 30' TALL # 36 NETTING FOR THE BACKSTOP WITH 3' TALL BLACK VINYL COATED CHAIN LINK AT THE BOTTOM OF THE BACKSTOP FOR A TOTAL OF 33' TALL HEIGHT.

60' LONG DOWN EACH SIDELINE AND 40' ACROSS THE BACK. 6EA-10" X 40' LONG PRIMED AND PAINTED BLACK POSTS WILL BE INSTALLED FOR THE NETTING 3/8" CABLE AND STEEL CARIBBEANERS TO ATTACH NET TO POSTS AND CABLE. CONCRETE FOOTING 36" WIDE BY 7' DEEP. INSTALL 40' OF 36" TALL BLUE PADDED BACKSTOP PAD AND PROTECTION BEHIND HOME PLATE.

TOTAL MATERIAL AND LABOR= \$ 52,500.00

TO GO 40' TALL OUT OF THE GROUND VERSUS 33' OUT OF THE GROUND AS PRICED ABOVE ADD 24,000.00 TO ABOVE PRICE.

INSTALL ALL NEW DUGOUTS (10' X 30'). ALL NEW BLACK VINYL COATED CHAIN LINK FRONT REAR AND SIDES. 96" TALL IN THE FRONT AND 84" TALL AT THE REAR OF DUGOUT.

INSTALL APPROX. 1130' OF 60" TALL 9GA CORE BLACK VINYL COATED CHAIN LINK WITH (1) 12' DOUBLE DRIVE GATE ON WEST SIDE AND ONE EACH WALK GATE AT END OF DUGOUTS TO FIELD ON EACH SIDE. 7GA TENSION WIRE AT BOTTOM OF THE FENCE. TEAR OUT AND REMOVAL OF OLD FENCE INCLUDED. ALL POSTS CONCRETED IN.

ALL POSTS AND TOPRAIL ARE VINYL COATED SCHEDULE 40 PIPE 9GA CORE COMMERCIAL CHAIN LINK.

TOTAL MATERIAL AND LABOR= \$ 56,100.00

SCHABEN FENCE

TEAR OUT AND REMOVAL OF SCHABEN FENCE APPROX. 300' LONG OF 72" TALL BLACK VINYL COATED CHAIN LINK.

TOTAL MATERIAL AND LABOR= \$ 10,850.00

NO PRICE FOR THE ROOF OF DUGOUTS IN ABOVE PRICE OR NEW CONCRETE UNDER DUGOUTS. YOU MENTIONED YOU GUYS COULD DO THE ROOF. WE WILL MAKE POSTS TALLER TO ATTACH WOOD TO THE POSTS.

THANKS

TERRY SWETT

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 02 2020

LAKEVIEW ADULT BOOSTER CLUB  
3744 83RD ST  
COLUMBUS, NE 68601-0000

Employer Identification Number:  
84-2993626  
DLN:  
26053543001670  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a)(2)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
January 01, 2019  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

Jasey Reinhart  
Head Softball Coach  
Lakeview High School  
3744 83rd Street  
Columbus, NE 68601  
[jreinhart@lakeview.esu7.org](mailto:jreinhart@lakeview.esu7.org)

Advisory Committee  
Columbus Area Convention and Visitors Bureau  
1464 26th Avenue, Suite 100  
Columbus, NE 68601

To: The Platte County Improvement Fund Grant Selection Committee,

I am Jasey Reinhart, head softball coach at Lakeview High School, parent of three active youths, and lifelong member of Platte County. I am writing today in support of the grant application for a new backstop at the Lakeview baseball/softball field. This funding would contribute to numerous opportunities not only for the Lakeview community, but for the city of Columbus and Platte County as a whole.

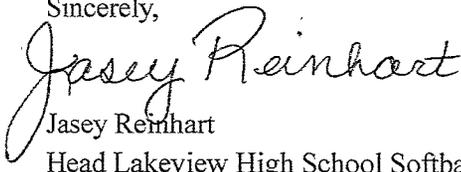
Being a head coach in the Columbus area, I take great pride in our community and want to be able to show it off when visiting teams come to town. With the field in its current condition, it is less appealing to host teams from out of town. The backstop renovation would allow all teams and organizations who utilize the field to have a greater sense of pride in the facilities where our programs compete. Teams from other communities will also be more willing to participate in competitions on the field because they won't have to worry about obstructions and obstacles that may stand in the way of a smooth contest. The assurance of safety because of the improvements to the backstop would also add to the desire to play on the field.

With the number of youth baseball and softball programs continuing to grow in the Columbus and Platte County area, the need for quality facilities to practice and compete is ever-growing as well. With the backstop upgrade, the Lakeview baseball/softball field would be a welcome addition to the facilities list. This would allow the youth programs to host not only single games, but would also offer another venue to host tournament games and championship series if necessary. Having an alternate elite competition area would provide a unique experience for local and visiting teams.

Finally, as a lifelong member of the Columbus community, it has always been my priority to leave the community in a better state than it started. I feel that the funding for this project would provide the entire community a facility to be proud of and to brag about when interacting with teams from outside of our community. More events could be hosted in our county if there were facilities that are up to standard, bringing in more business and revenue to our community. I have traveled to many baseball/softball fields through my own and my children's experiences and have seen and felt the pride communities have when they have a facility that meets strong performance and safety standards. I want this for our community as well!

Thank you for your consideration with the grant and this project.

Sincerely,

  
Jasey Reinhart  
Head Lakeview High School Softball Coach

Michelle Bentz  
3503 89<sup>th</sup> Street  
Columbus, NE 68601  
bentzmichelle@gmail.com

Advisory Committee  
Columbus Area Convention and Visitors Bureau  
1464 26th Avenue, Suite 100  
Columbus, NE 68601

Dear Advisory Committee Member,

I am writing to express my strong support for the 2024 IMPROVEMENT FUND GRANT application to upgrade the backstop system at Lakeview ballfield. As a parent of a high school softball player who has used this field for many years, I have seen firsthand the wear and tear that has accumulated over time. My son has also utilized this field as part of the Mariners and Outlaws Baseball organizations.

The current backstop system at Lakeview field has significantly declined due to age and extensive use. Its deterioration has raised concerns among parents, coaches, and players regarding the safety of both athletes and spectators. The proposed new backstop system is a much-needed improvement. It would not only protect fans from foul balls but also safeguard nearby properties and traffic along 83rd Street.

This upgrade is important to ensure the safety and well-being of everyone who uses the field. Enhanced safety measures will give parents peace of mind, knowing their children can play in a secure environment. Additionally, an upgraded field would attract more teams and events to Columbus, potentially increasing revenue for local businesses as visitors stay longer to explore the area. The field's improved aesthetics and professional appearance would make it a more appealing venue for school-sponsored tournaments and community events.

Lakeview field is not just a practice and game venue for high school teams—it serves as a gathering place for the entire community. It is a vital asset for youth organizations, such as the Lakeview Softball/Baseball Association, the Columbus Outlaws, and Mariners Baseball programs, playing an important role in fostering community spirit and engagement. The proposed backstop upgrade would ensure that Lakeview field continues to serve this role effectively, providing a safe, attractive, and functional space for current and future generations.

Undertaking a project of this scale represents a significant financial commitment. The cost associated with upgrading the backstop system is substantial, and securing funding through grants like this is crucial to making this improvement a reality. With the support of the 2024 improvement fund grant, we will be able to cover a major portion of the expenses, ensuring that the project can move forward without imposing undue financial strain on the school or local organizations. This grant will not only help achieve the necessary upgrades but also demonstrate a strong commitment to investing in the safety and quality of community facilities, making it possible to continue serving as a vital and well-maintained asset for years to come.

I fully support this project and urge you to consider the significant positive impact it will have on the community. The upgrade to Lakeview field is not just an improvement to a sports facility; it is an investment in the safety, enjoyment, and economic vitality of Columbus and Platte County.

Thank you for your consideration.

Sincerely,



(Long time Parent and Patron of the Lakeview field)

Logan Bronson  
Head Coach, 14U Mariners Baseball Team  
bronsonremax@gmail.com  
September 16, 2024

Advisory Committee  
Columbus Area Convention and Visitors Bureau  
1464 26th Avenue, Suite 100  
Columbus, NE 68601

**RE: Support for Backstop System Upgrade at Lakeview Ballfield**

Dear Advisory Committee Members,

I am writing to express my enthusiastic support for the proposed upgrade to the backstop system at the Lakeview ballfield. As the Head Coach of the 14U Mariners Baseball team, I have seen firsthand the significant role this field plays in our program. We have utilized the Lakeview field on numerous occasions for games, bringing in out-of-town teams and fostering a competitive spirit within our community.

The current backstop system has served its purpose over the years, but it is in urgent need of an upgrade. The proposed new system, featuring 30-foot-tall steel poles and durable nylon netting, is crucial for enhancing safety and functionality. This upgrade would not only protect players and spectators from errant balls but also improve the overall appearance and functionality of the field.

From the perspective of our organization, a modernized backstop system would greatly benefit us by providing a safer and more professional environment for our games. This would help us attract more teams and visitors from outside the area, potentially increasing participation in tournaments and generating additional revenue for local businesses. Improved facilities would enhance the experience for out-of-town guests, encouraging them to explore and spend time in our community.

The impact of this upgrade extends beyond just the Mariners Baseball team. It would enhance the appeal of the ballfield as a top-tier site for events, contributing positively to the local economy and strengthening community ties. Investing in this improvement reflects a commitment to providing high-quality facilities that support the growth and development of youth sports while also benefiting our broader community.

I fully support this project and urge you to consider the positive impact it will have on both our organization and the community at large. Thank you for considering our request and for supporting the continued development of the Lakeview ballfield.

Sincerely,



Logan Bronson  
Head Coach, 14U Mariners Baseball Team

Jon Faltys  
President, Lakeview Baseball/Softball Association  
Jon.Faltys@behlenmfg.com  
September 19, 2024

Advisory Committee  
Columbus Area Convention and Visitors Bureau  
1464 26th Avenue, Suite 100  
Columbus, NE 68601

Dear Grant Committee Members,

I am writing to express my enthusiastic support for the Lakeview Booster Club's application for the Platte County Improvement Fund Grant. The proposed project—a new backstop system for the Lakeview Softball Field—represents a significant opportunity for enhancing our community's sports infrastructure and enriching the local experience for residents and visitors alike.

The Lakeview Softball Field serves as a critical hub for a diverse array of activities, including high school games, physical education classes, and club baseball and softball games. The field accommodates teams from various leagues and age groups, including Lakeview High School, Lakeview Baseball/Softball Association, Lakeview Platte Center Legion Baseball, and travel baseball teams like the Columbus Mariners and Columbus Outlaws. It also remains open to the public, offering valuable recreational space for the community.

The current backstop system, which is outdated, poses several safety risks for spectators and nearby properties. The proposed upgrade to a 30-foot-tall steel backstop with nylon netting and a padded base will substantially enhance safety for fans and better protect local property from stray balls. Moreover, this improvement will elevate the visual appeal of the field, making it a more attractive venue for hosting high-profile events such as conference or district high school tournaments.

This upgrade aligns perfectly with the grant's criteria, promising significant benefits to Platte County:

1. **Potential to Draw Overnight Guests:** By improving the facility, we make the field more appealing for tournaments and events, potentially attracting teams and their families from outside the county, thus boosting local tourism.
2. **Long-term Investment and Rate of Return:** The new backstop will be a long-term investment in the community's infrastructure, enhancing the value of the field and ensuring it can accommodate high-caliber events. This investment will yield a

favorable return by generating increased attendance and related economic activity in Platte County.

3. **Uniqueness and Regional Identity:** The improved field will become a notable landmark in Platte County, contributing to the region's identity as a host for well-organized and safe sports events.
4. **Encouraging Public Attendance:** The safety and aesthetic improvements will encourage more community engagement and public attendance, making the field a focal point for local sports and recreational activities.
5. **Positive Visibility for Platte County:** Upgrading the field will elevate Platte County's visibility by showcasing our commitment to providing excellent facilities, thereby enhancing the region's reputation as a destination for sports and community events.

In conclusion, I strongly support the Lakeview Booster Club's application for the Platte County Improvement Fund Grant. This project will not only improve safety and aesthetics but will also foster greater community engagement and regional pride. I believe this investment will yield substantial benefits for our community and beyond. I believe we need to invest in our facilities so that future generations can continue to enjoy activities while promoting a commitment to providing a safe environment to do so.

Thank you for considering this important project. Should you require any further information, please do not hesitate to contact me.

Sincerely,

*Jon Faltys*

Jon Faltys - President

Lakeview Softball/Baseball Association

## **2024 Lakeview Adult Booster Club Executive Board**

Russ Hrounda - president

Aaron Dawson - vice president

Heather Kucera - treasurer

Sheila Sloup - secretary

Crystal Halvorsen

Katie Tomky

Travis Hill

Brian Seda

Joe Hornung

Rose Runge

As of Aug 2010

## CONSTITUTION AND BYLAWS LAKEVIEW BOOSTER CLUB

### I. CHARTER

The purpose of the Lakeview Adult Booster Club (herein called the LABC) shall be to promote Lakeview High School Activities with the intent that such promotion will provide support, cooperation and inspiration to help build the student activities at Lakeview High School. This promotion will be conducted at the school, within the community and other areas as deemed appropriate by the Executive Board.

To promote the student activities, the LABC shall endeavor to bring together groups of persons interested in Lakeview activities and sportsmanship for the following purposes:

To coordinate projects and events for raising and distributing funds as deemed necessary to maintain and enhance the quality of the Lakeview High School student activities.

To arrange travel, recognize students, sponsor student activities, and provide other assistance as deemed appropriate for the betterment of Lakeview Activities.

To develop good communications between parents and Lakeview High School and to provide opportunities for these parents to get to know each other well.

The LABC shall be a non-profit organization and all funds shall be used in the administration of the club and promotion of Lakeview Activities as meets the criteria of the Lakeview School Administration and approval of the Executive Board.

### II. ORGANIZATION

A. Executive Board: an elected Executive Board consisting of a president, vice president, secretary, treasurer, and four members at large shall govern The LABC. Election of these officers shall be as specified in Section V of these By-Laws. The Lakeview Athletic Director will hold an ex-officio, non-voting position on the Board. All Executive Board members will receive complimentary passes for all home activities.

B. Membership: Membership of the LABC shall consist of active and patron members. Parents of students enrolled in Lakeview High School shall be considered active members of the LABC and are eligible to be called upon by the Executive Board to take an active part in the promotion of Lakeview student activities. Patrons are those individuals who are not parents of students but wish to make a contribution to Lakeview activities. Each member shall have one vote.

C. At the discretion of the president and approval of the Executive Board,

committees may be formed on an ad-hoc basis to coordinate special events and other activities.

### III. DUTIES OF OFFICE

- A. President - chairs all LABC meetings and has the responsibility to call and coordinate special meetings of the Executive Board.
- B. Vice-President - assists the president as needed and assumes the responsibility of the president in his or her absence.
- C. Treasurer - deposits monies in appropriate accounts and disburses funds as approved by the Executive Board. Responsibility of this position also includes submitting a verbal and/or written financial report at each Executive Board meeting.
- D. Secretary - official recorder of LABC meetings and other activities, publishes notice of elections, coordinates media releases, and has the responsibility to notify members of all meetings.
- E. Members at Large - assist other officers and provide assistance on committees as needed.
- F. Athletic Director - holds an ex-officio position with no voting rights. The incumbent serves in an advisory capacity and acts as an emissary between the LABC and school administration.

### IV. POWERS OF OFFICE

The Executive Board shall have full power and authority to conduct business and carry out the purpose and objectives of the club. Five (5) members of the Board will constitute a quorum for the transaction of business at any Board meeting and a majority vote of the Board members present will be required for passage of any item on the agenda. All meetings shall be open to all members of the club.

### V. ELECTION OF OFFICERS

- A. Nominations: Notice of intent to nominate Officers shall be published each year in March. The Nominating Committee will then prepare and present a proposed slate of officers to the Executive Board at the April meeting. This slate shall then be subject to simple majority approval of the Executive Board at the May meeting with allowance to add names as nominated and voted by the membership in attendance.
- B. Slate of Officers: The slate of Officers shall be as follows:
  - President - serves a one-year term after serving one year as vice president.
  - Vice President - serves one year as vice president and automatically moves to president for a one-year term. A vice president shall be elected each year.

Secretary - serves a term of two years. A secretary shall be elected on even years.

Treasurer - serves a term of two years. A treasurer shall be elected on odd years.

Members at Large – Six (6) positions with a term of two years. Three (3) members at large shall be elected each year.

- C. Election: In the event that there is more than one candidate for an office, the winner shall be determined by a simple majority vote of members in attendance at the May meeting. Should there be no members in attendance, the Executive Board shall determine the winner by secret ballot and shall cast ballots until a majority winner is determined.

## VI. ACCOUNTABILITY AND IMPEACHMENT

- A. Accountability: The LABC shall provide a high standard for our youth and shall be held to this standard by its members, the Lakeview student body, the Lakeview Board of Education, and the Lakeview Administration. Lakeview patrons, students, coaches, teachers and administrators may point out areas of disharmony or disagreement and call upon the Executive Board of LABC for intervention and resolution.
- B. Censorship: For inappropriate conduct, any LABC Officer may be censored by a vote of the Executive Board. A clear statement of the inappropriate conduct shall be presented as a "New Business Item" at any regularly scheduled meeting and be brought to the floor with the motion: "Do we vote in favor of censorship?" The motion does not need a second. At least five (5) yes votes are needed to carry the motion. The intent of censorship is to provide a means for the Executive Board to express disapproval of the conduct in question without diminishing the responsibilities and authority of the Officer being censored.
- C. Impeachment: For dereliction of duty and proven unfit conduct, any LABC Officer may be removed from office as follows:
- i. By Membership Petition: A petition with a clear statement of impeachment charges and signed by two-thirds of the active membership shall be presented at a regularly scheduled meeting as a "New Business Item" and the item must be acted upon at that meeting. The petition shall be brought to the floor by the motion: "Do we vote in favor of or against the impeachment petition?" No seconds are required to bring the motion to a vote and a simple majority vote of members in attendance will decide the issue.
  - ii. By Executive Board Recommendation: The Executive Board shall present a recommendation of impeachment to the membership with a clear statement of impeachment charges and the issue will be brought to the floor with the motion: "Do we support the Executive Board's recommendation for removal from office?" No seconds are required

to bring the issue to a vote. The recommendation requires two-thirds of the active membership in attendance and a simple majority vote of these members to decide the issue. A tie vote as a result of either method 1 or 2 is a failure for the motion to carry.

VII. CHANGES OR ADDITIONS TO CONSTITUTION AND BYLAWS

All changes or additions must be by written motion presented and read to the membership at two consecutive LABC regular meetings. A vote may be taken after the second reading and changes or additions are approved by simple majority rule. Once voted as approved, the new bylaws shall become an addendum to the Constitution and require the same procedures for addition and change as the Constitution.

The Executive Board shall meet a minimum of one time per month. The specific date and time for the meeting will be set by the president in consultation with the Executive Board. All Board meetings are open to the general membership.

All meetings will be conducted according to Robert's Rules of Order, Revised.

Approved by LABC Membership \_\_\_\_\_

Date

\_\_\_\_\_  
President

## **2024 Lakeview Adult Booster Club Meeting Schedule**

Wednesday, January 3rd

Wednesday, February 7th

Sunday, March 3rd

Sunday, April 14th

Tuesday, May 21st

Tuesday, June 11th

Tuesday, July 16th

Wednesday, August 14th

Wednesday, September 4th

Wednesday, October 2nd

Wednesday, November 6th

Wednesday, December 4th

*All meetings are held at 7:00 PM at the Lakeview High School Library.  
Schedule is subject to change.*

Katie Tomky  
Lakeview Booster Club  
3744 83rd Street  
Columbus, NE 68601

September 16, 2024

Advisory Committee  
Columbus Area Convention and Visitors Bureau  
1464 26th Avenue, Suite 100  
Columbus, NE 68601

Dear Advisory Committee Member,

I would like to extend my heartfelt gratitude for your consideration of our grant application to the Columbus Area Convention and Visitors Bureau. Your support can make a significant impact on our project, and we are excited about the potential collaboration that could enhance our community's tourism and cultural experiences. Thank you again for this opportunity; we look forward to the possibility of working together to positively influence our community.

Best regards,  
Katie Tomky  
Lakeview Booster Club

# Lakeview Softball Field Backstop Project

Here are pictures of a field that Empire Fencing completed.





# Lakeview Softball Field Backstop Project

Here are pictures of a field that No Swett Fencing completed.







## **Timeline**

The fencing companies would be available over the winter and early spring to complete this backstop project. This is an outdoor project, therefore completion is contingent upon weather. The desired completion date is spring 2025 in time for Legion practices and summer youth programs.

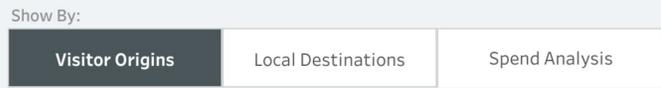
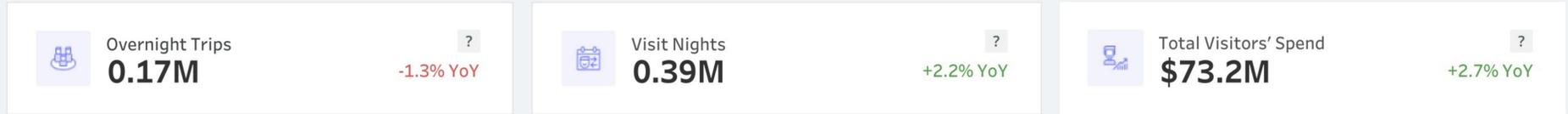
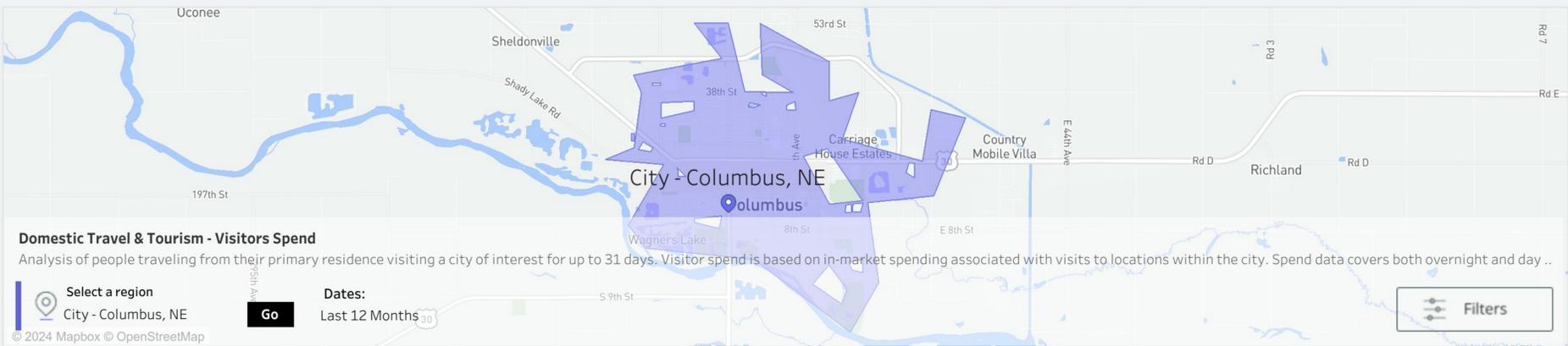
# **Lakeview Backstop System Budget**

Total Project Cost: \$75,850

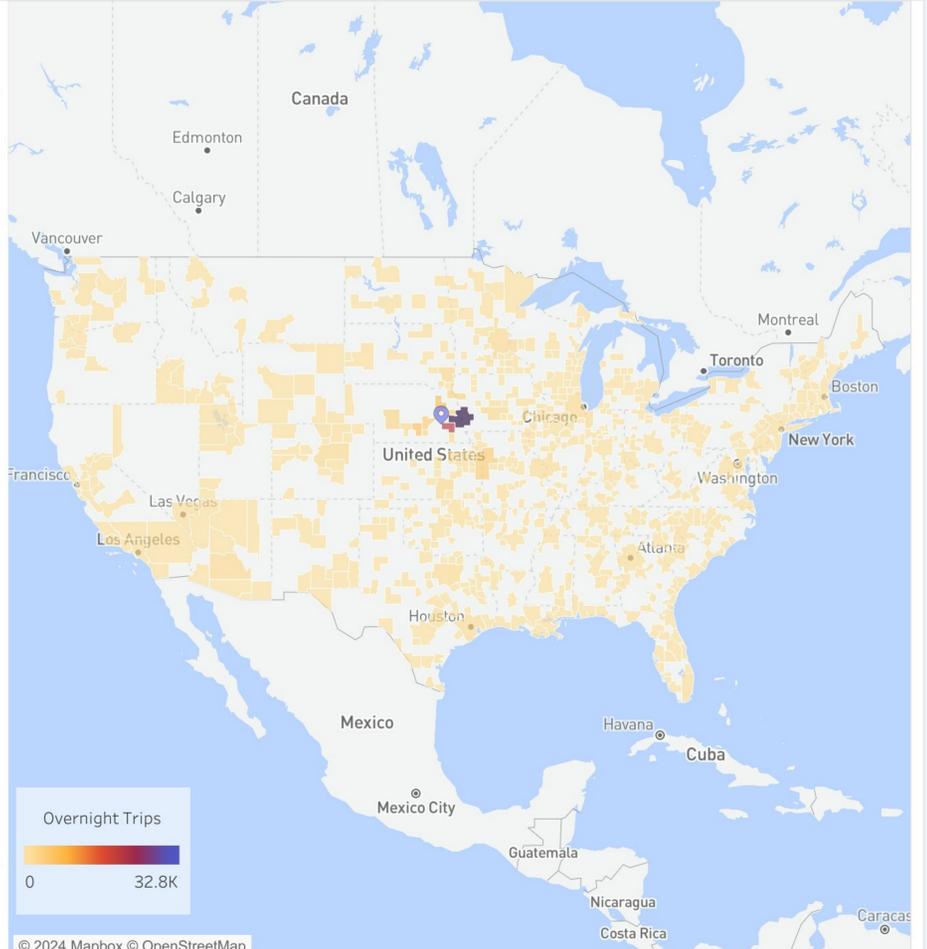
Amount Requested from Grant: \$65,000

Lakeview School Board Amount Pledged: \$10,500

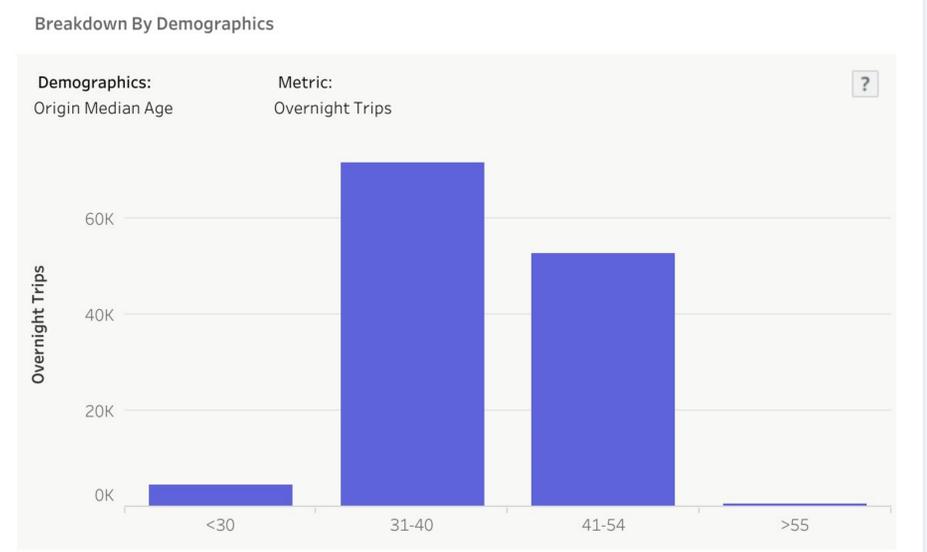
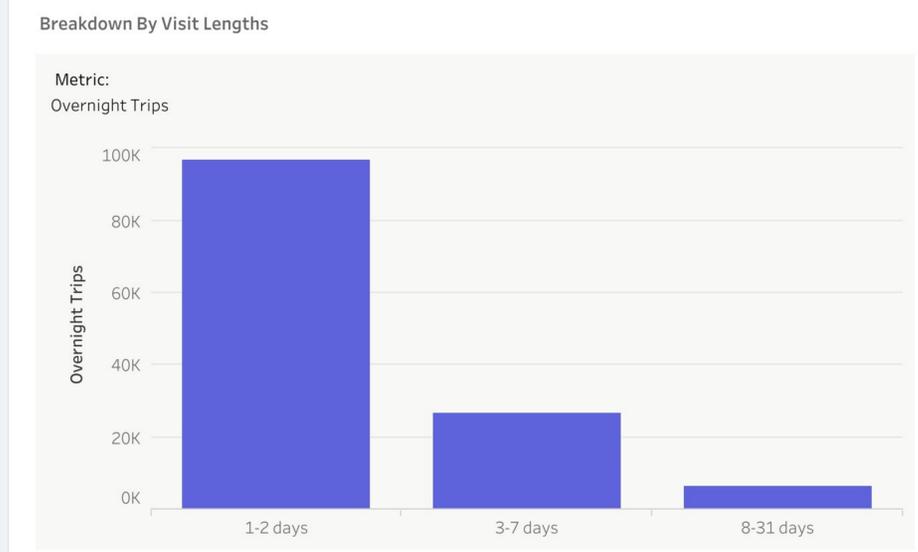
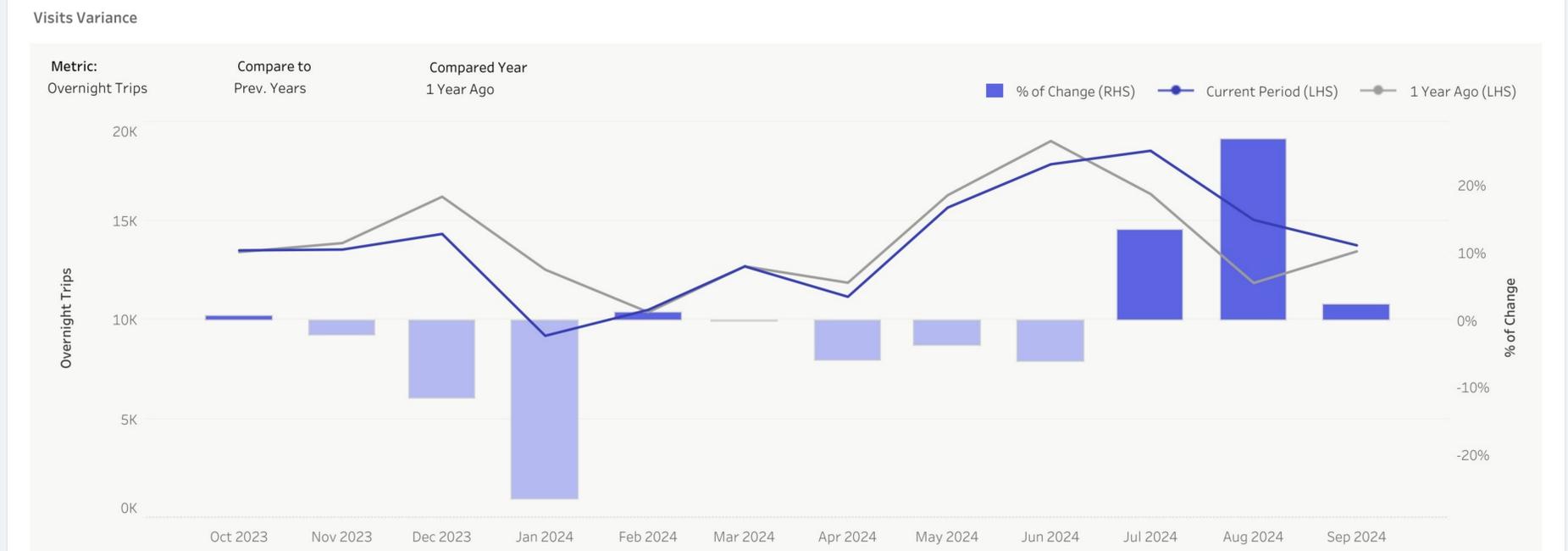
Lakeview Booster Club Amount Pledged: \$500

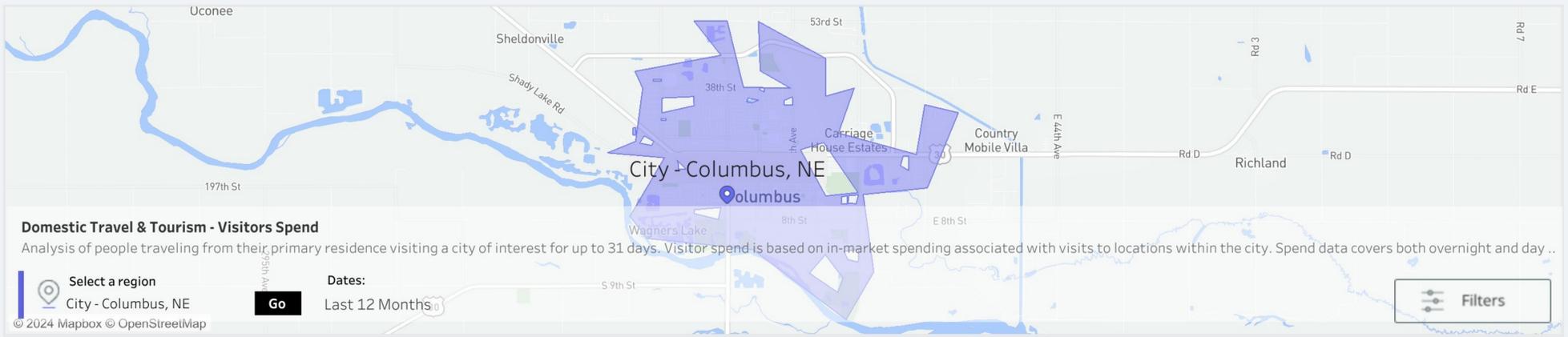


| CBSA                                    | Overnight Trips |     |     | Visit Nights |     |      | Total Visitor's Spend |    |     |
|-----------------------------------------|-----------------|-----|-----|--------------|-----|------|-----------------------|----|-----|
|                                         | 0K              | 20K | 40K | 0K           | 50K | 100K | 0M                    | 5M | 10M |
| Omaha-Council Bluffs, NE-IA             | 32.8K           |     |     | 72.9K        |     |      | \$11.5M               |    |     |
| Lincoln, NE                             | 21.3K           |     |     | 47.0K        |     |      | \$6.6M                |    |     |
| Norfolk, NE                             | 6.0K            |     |     | 16.8K        |     |      | \$1.1M                |    |     |
| Kearney, NE                             | 5.4K            |     |     | 14.5K        |     |      | \$1.3M                |    |     |
| Kansas City, MO-KS                      | 3.6K            |     |     | 7.3K         |     |      | \$847.8K              |    |     |
| Grand Island, NE                        | 3.4K            |     |     | 6.1K         |     |      | \$2.0M                |    |     |
| Columbus, NE                            | 1.9K            |     |     | 5.0K         |     |      | N/A                   |    |     |
| Fremont, NE                             | 2.3K            |     |     | 4.9K         |     |      | N/A                   |    |     |
| Phoenix-Mesa-Chandler, AZ               | 1.4K            |     |     | 4.5K         |     |      | \$548.5K              |    |     |
| Sioux City, IA-NE-SD                    | 2.6K            |     |     | 4.4K         |     |      | \$1.5M                |    |     |
| Hastings, NE                            | 2.1K            |     |     | 4.4K         |     |      | \$827.7K              |    |     |
| North Platte, NE                        | 2.0K            |     |     | 3.8K         |     |      | \$813.8K              |    |     |
| Sioux Falls, SD                         | 1.6K            |     |     | 3.2K         |     |      | \$416.2K              |    |     |
| Lexington, NE                           | 1.3K            |     |     | 3.0K         |     |      | \$611.0K              |    |     |
| Dallas-Fort Worth-Arlington, TX         | 1.1K            |     |     | 2.9K         |     |      | \$377.9K              |    |     |
| Chicago-Naperville-Elgin, IL-IN-WI      | 1.1K            |     |     | 2.9K         |     |      | \$321.4K              |    |     |
| Minneapolis-St. Paul-Bloomington, MN-WI | 1.4K            |     |     | 2.9K         |     |      | \$708.9K              |    |     |
| Des Moines-West Des Moines, IA          | 1.4K            |     |     | 2.8K         |     |      | \$542.2K              |    |     |



**Visitor Metrics**



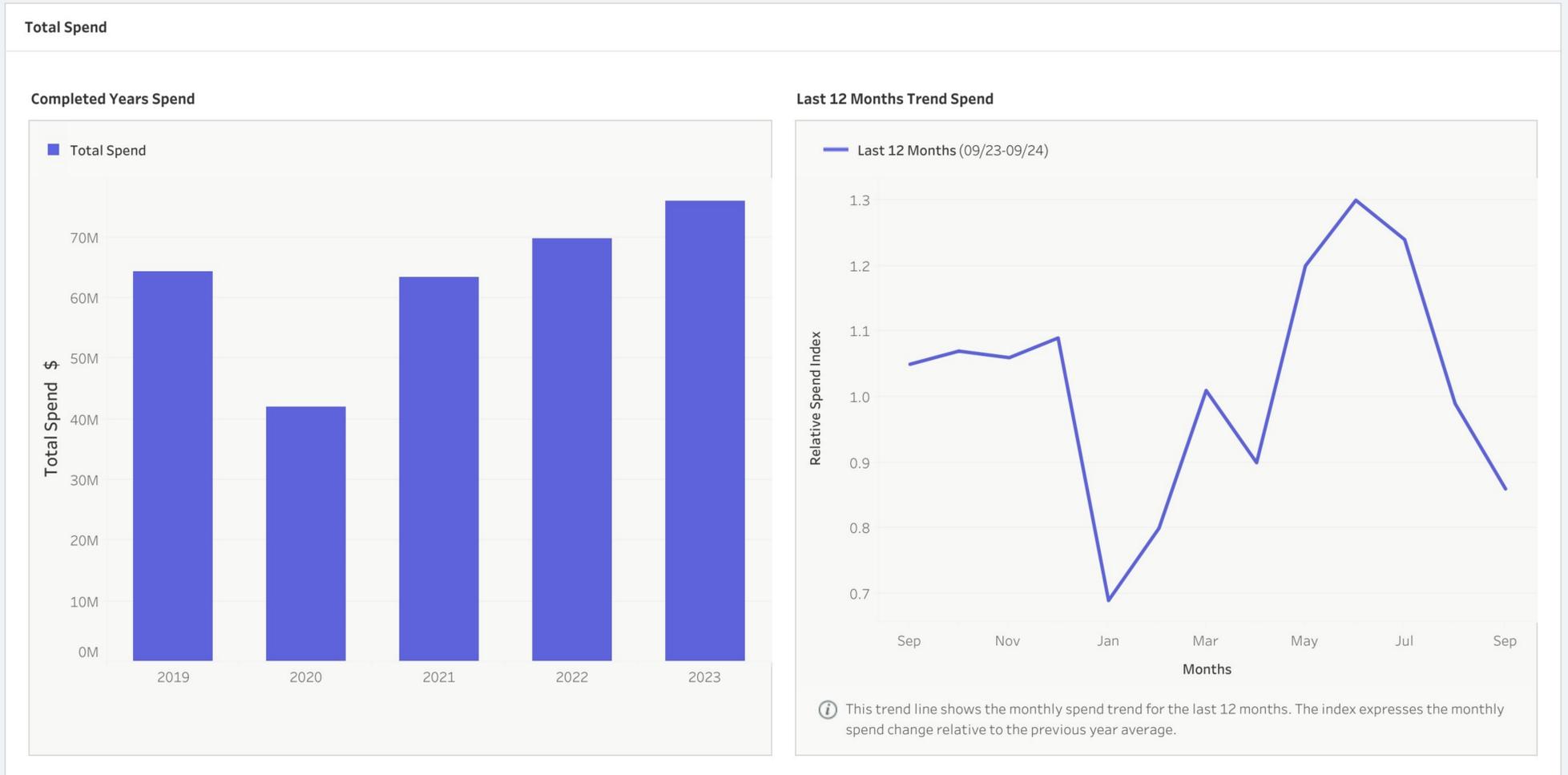


|                                                                                     |                                                                                  |                                                                                             |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>Overnight Trips</b><br><b>0.17M</b> <span style="float: right;">-1.3% YoY</span> | <b>Visit Nights</b><br><b>0.39M</b> <span style="float: right;">+2.2% YoY</span> | <b>Total Visitors' Spend</b><br><b>\$73.2M</b> <span style="float: right;">+2.7% YoY</span> |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|

Show By:

- Visitor Origins
- Local Destinations
- Spend Analysis**

| Visitor Spend By Category   |                              |              |             |              | Visitor Spend By Origin (Top 50 CBSA)   |                              |              |             |              |
|-----------------------------|------------------------------|--------------|-------------|--------------|-----------------------------------------|------------------------------|--------------|-------------|--------------|
| Category                    | Avg. Visitors Spend per Trip | YoY Change % | Total Spend | YoY Change % | CBSA                                    | Avg. Visitors Spend per Trip | YoY Change % | Total Spend | YoY Change % |
| Hotels                      | \$292.9                      | -6.5%        | \$36M       | 0.78%        | Omaha-Council Bluffs, NE-IA             | \$79                         | -21.08%      | \$12M       | -7.48%       |
| Retail                      | \$154.4                      | 5.8%         | \$12M       | 0.02%        | Lincoln, NE                             | \$59                         | -12.19%      | \$7M        | -2.11%       |
| Fast Food                   | \$28.2                       | -4.5%        | \$6M        | 7.61%        | Grand Island, NE                        | \$66                         | 2.89%        | \$2M        | -10.84%      |
| Groceries and Food Stores   | \$79.7                       | -7.0%        | \$5M        | -3.69%       | Sioux City, IA-NE-SD                    | \$111                        | 39.94%       | \$1M        | 39.61%       |
| Gasoline                    | \$51.9                       | 9.2%         | \$4M        | -20.63%      | Kearney, NE                             | \$82                         | -25.01%      | \$1M        | 8.25%        |
| Car Rentals and Services    | \$132.9                      | -6.4%        | \$4M        | 62.04%       | Norfolk, NE                             | \$59                         | 12.02%       | \$1M        | 11.75%       |
| Restaurants                 | \$50.9                       | -4.5%        | \$3M        | 12.36%       | Kansas City, MO-KS                      | \$77                         | -44.72%      | \$848K      | 2.19%        |
| Health, Beauty and Wellness | \$30.7                       | -0.4%        | \$1M        | 52.96%       | Hastings, NE                            | \$104                        | -6.11%       | \$828K      | 15.90%       |
| Entertainment               | \$49.8                       | -5.7%        | \$690K      | 11.80%       | North Platte, NE                        | \$81                         | -1.53%       | \$814K      | 22.73%       |
| Others                      | \$29.9                       | -7.5%        | \$346K      | 39.19%       | Minneapolis-St. Paul-Bloomington, MN-WI | \$150                        | -24.77%      | \$709K      | 142.58%      |
|                             |                              |              |             |              | Yankton, SD                             | \$80                         | -10.26%      | \$678K      | -24.12%      |
|                             |                              |              |             |              | Lexington, NE                           | \$109                        | -37.58%      | \$611K      | -0.64%       |



# NEBRASKA

Good Life. Great Journey.

## DEPARTMENT OF TRANSPORTATION

October 16, 2024

**Notice to file the Year-End Certification of County Highway Superintendent, Signing Resolution, and Documentation of the Appointment(s) of County Highway Superintendent(s) for Calendar Year 2024 with the Nebraska Department of Transportation (NDOT) by December 31, 2024.**

**Please make this an agenda item for your next County Board meeting and return to the NDOT by December 31, 2024.**

**RECORD KEEPING:** NDOT recommends that the county keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

The attached YEAR-END CERTIFICATION OF COUNTY HIGHWAY SUPERINTENDENT and SIGNING RESOLUTION, together with a copy of the DOCUMENTATION OF THE COUNTY HIGHWAY SUPERINTENDENT(S) APPOINTMENT(S) for CALENDAR YEAR 2024, is the basis for determining the calendar year 2024 Incentive Payment. **Please complete and return the following to the NDOT by December 31, 2024:**

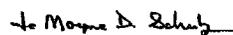
- **Signing Resolution** (Page 1): The original Signing Resolution, authorizing the signing of the Year-End Certification(s) by the County Board Chairperson.
- **Year End Certification of County Highway Superintendent** (Page 2): If more than one individual or the County Board provided highway superintending services during Calendar Year 2024, document each successive appointed county highway superintendent and/or period without an appointed county highway superintendent using a separate Year-End Certification form. For any period of time your county did not have an appointed Highway Superintendent, write "County Board" as the name of the "Superintendent." **Copy the form as needed.**
- **Documentation of the County Highway Superintendent(s) Appointment(s)** (Page 3): Attach to page 3 a copy of the County Board meeting minutes showing the appointment(s) of the County Highway Superintendent(s) **for Calendar Year 2024** by their name as it appears on their License (*if applicable*), their License Number (*if applicable*), and Class of License (*if applicable*), and the type of appointment, i.e., employed, contract (consultant or interlocal agreement with another county and/or incorporated municipality), and the **beginning date of the appointment.** **For most counties this information may be found in the January 2024 meeting minutes.**

**Failure to complete and return:** If a county had an appointed and Licensed County Highway Superintendent for all or part of Calendar Year 2024 and the county does not complete and return the above documentation to the NDOT **by December 31, 2024, the county will not receive an Incentive Payment for Calendar Year 2024.**

**Payment:** If your county qualifies, payment will be scheduled for February 2025. Reference Neb. Rev. Stat. §39-2505. **Additional information** on Incentive Payments is available on the NDOT Boards - Liaison Service Website: <https://dot.nebraska.gov/business-center/lpa/boards-liaison/>

Please let me know if you have any questions. Email: [ndot.blshelp@Nebraska.gov](mailto:ndot.blshelp@Nebraska.gov)  
Phone: (402) 479-4436

Sincerely,

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

LDS/2024

Attachments (3)

Vicki Kramer, Director

**Department of Transportation**

|                        |                       |
|------------------------|-----------------------|
| MAILING ADDRESS        | PHYSICAL ADDRESS      |
| PO Box 94759           | 1500 Nebraska Parkway |
| Lincoln, NE 68509-4759 | Lincoln, NE 68502     |

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

Do not recreate or revise this document. Revisions and recreations will not be accepted. Failure to complete and return the necessary documents per instructions will result in your county not receiving an Incentive Payment for Calendar Year 2024. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the County Highway Superintendent(s). These must be received at the NDOT by December 31, 2024. **RECORD KEEPING:** NDOT recommends that the county keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

**RESOLUTION**  
**SIGNING OF THE**  
**YEAR-END CERTIFICATION OF COUNTY HIGHWAY SUPERINTENDENT**  
**2024**

Resolution No. \_\_\_\_\_

**Whereas:** State of Nebraska Statutes, sections 39-2302, and 39-2501 through 39-2505 detail the requirements that must be met in order for a county to qualify for an annual Incentive Payment; and

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each county must annually certify (by December 31<sup>st</sup> of each year) the appointment(s) of the County Highway Superintendent(s) to the NDOT using the Year-End Certification of County Highway Superintendent form; and

**Whereas:** The NDOT requires that such certification shall also include a copy of the documentation of the county highway superintendent's appointment, i.e., meeting minutes showing the appointment of the County Highway Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable) and Class of License (if applicable), the type of appointment, i.e., employed or under contract (consultant, or interlocal agreement with another county and/or incorporated municipality), and the beginning date of the appointment; and

**Whereas:** The NDOT also requires that such Year-End Certification of County Highway Superintendent form shall be signed by the County Board Chairperson and shall include a copy of a resolution of the County Board authorizing the signing of the Year-End Certification of County Highway Superintendent form by the County Board Chairperson.

**Be it resolved** that the County Board Chairperson of \_\_\_\_\_ County  
(Print Name of County)  
is hereby authorized to sign the attached Year-End Certification of County Highway Superintendent form(s).

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, Nebraska.  
(Date) (Month)

County Board Members

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County Board Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed, and billed as adopted.

Attest:

\_\_\_\_\_  
(Signature of Clerk)

Do not recreate or revise this document; revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your county not receiving an Incentive Payment for Calendar Year 2024. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the County Highway Superintendent(s); they must be received at the NDOT by December 31, 2024. **RECORD KEEPING:** NDOT recommends that the county keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

### Year-End Certification of County Highway Superintendent For Determining Incentive Payment in Calendar Year 2024

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

This Form Covers the Following Period: \_\_\_\_\_, 2024 to \_\_\_\_\_, 2024  
(Month) (Day) (Month) (Day)

\*(1)(a) The county of \_\_\_\_\_ certifies that: \_\_\_\_\_  
(Print name of County) (Print name of Superintendent as appears on license card if applicable)  
was the appointed County Highway Superintendent from during the above period. **FOR ANY PERIOD OF TIME YOUR COUNTY DID NOT HAVE AN APPOINTED HIGHWAY SUPERINTENDENT, WRITE IN "COUNTY BOARD" AS THE NAME OF THE "SUPERINTENDENT" AND SKIP TO (2) BELOW.**

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

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

(c) the above listed individual **assisted** in the following: *Reference Neb. Rev. Stat. §39-2502*

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

(d) If the above listed individual is a Licensed County Highway Superintendent, enter their Superintendent's License Number S- \_\_\_\_\_ and Class of License \_\_\_\_\_, and/or

(A or B)

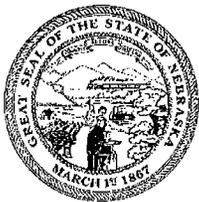
(e) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- \_\_\_\_\_

(2) \_\_\_\_\_  
*Signature of County Board Chairperson*

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

(4) The payment amount will be computed based on (a) your most recent Federal Census, rural population; (b) the number of full calendar months served by the appointed County Highway Superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; (d) whether the appointed County Highway Superintendent is employed, or under contract (consultant or interlocal agreement with another county and/or incorporated municipality); and (e) if the appointed County Highway Superintendent assisted with the required duties in (1)(c) above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2501 through 39-2505.*

(5) **Failure to return by December 31, 2024, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your county not receiving an Incentive Payment.**



**Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2024 to:**

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

## **SUPERINTENDENT(S) APPOINTMENT DOCUMENTATION**

**Attach Documentation of the County Highway Superintendent(s) Appointment(s) for 2024 to the back of this Page: For most Counties this information may be found in the January 2024 meeting minutes.**

Call (402) 479-4436 or email [NDOT.BLSHelp@Nebraska.gov](mailto:NDOT.BLSHelp@Nebraska.gov) if you have any questions about what to attach for documentation.

**RECORD KEEPING:** NDOT recommends that the county keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

November 25, 2024

Platte County  
Jennifer Brown  
County Clerk  
2610 14<sup>th</sup> St  
Columbus, NE 68601

Dear Jennifer,

Enclosed is the County Maintenance Agreement with the Nebraska Department of Transportation for highway corridors through your community. This agreement begins January 1, 2025, and runs thru December 31, 2025. The rates for 2025 will remain the same as 2024. Please arrange for the review and execution of these documents by the proper county officials and return to this office by **December 15, 2024** for processing. A copy will be returned to the County once it is executed by the Nebraska Department of Transportation.

Enclosed is a Certificate of Compliance for the Maintenance Agreement which confirms all the NDOT system maintenance through your county limits has been completed as required by the Agreement for the period January 1, 2024 thru December 31, 2024.

When compliance has been verified, please have it signed by the appropriate county officials and returned to my attention to our office by **January 10, 2025**.

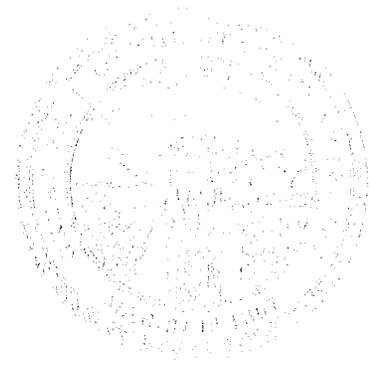
Sincerely,

Heidi Brenneman  
Administrative Assistant  
Enclosures

# NEBRASKA

Good Life. Great Journey.

**DEPARTMENT OF TRANSPORTATION**



Platte County  
2025

## Attachment A-

Pursuant to Sections 1, 2, and 3 of this Agreement, the State agrees to pay the County the sum of \$2,030.00 per mile for surface maintenance and snow removal on the below listed service roads in the County:

Highway 30, reference post 382.00 to 384.00 (station to station (sta.) equals 100ft.)

|                                        |            |
|----------------------------------------|------------|
| Sta. 128.95 to Sta. 132.23 on the left | 0.08 miles |
| Sta. 169.07 to Sta. 178.35 on the left | 0.19 miles |
| Sta 169.69 to Sta. 179.79 on the right | 0.19 miles |
| Sta 187.11 to Sta. 191.60 on the left  | 0.14 miles |

Highway 81, reference post 109.65 to 109.83 on the left 0.18 miles

---

Total 0.780 miles

**0.78 miles X \$2,030.00 per mile = \$1,583.40 payable and due to the County on an annual basis.**

Vicki Kramer, Director  
**Department of Transportation**

District 3 Headquarters  
408 North 13th Street  
Norfolk, NE 68701-3714

OFFICE 402-370-3470 FAX 402-370-3473  
NDOT.ContactUs@nebraska.gov

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

~~NEBRASKA~~

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

## AGREEMENT RENEWAL

Maintenance Agreement No. 117

Maintenance Agreement between the Nebraska Department of Transportation and the  
County of Platte

We hereby agree that Maintenance Agreement No. 117, as specified in the original agreement be renewed for the period of January 1, 2025 to December 31, 2025 at the rate of \$2,030.00t per lane mile.

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

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

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

State of Nebraska  
Department of Transportation

\_\_\_\_\_  
*District Engineer*

ATTEST:

\_\_\_\_\_  
*County Engineer*

\_\_\_\_\_  
*Witness*



Platte County Court House  
2610 14<sup>th</sup> Street  
Columbus, Nebraska 68601  
thofbauer@plattecounty.ne.gov

Tim Hofbauer  
402-564-1206 Office  
402-910-8898 Cell  
402-564-8330 Fax

MEMO        Courthouse Security – ARPA Funds  
DATE:        December 10<sup>th</sup> 2024  
TO:           Platte County Board of Supervisors  
FROM:        Tim Hofbauer

Sheriff Wemhoff and I have been investigating and discussing enhancements to the Courthouse and other county building security. We are looking at a multibuilding emergency duress and announcement system utilizing existing IT infrastructure. Updating the current Courthouse Security Deputies radios from a stand along system to a integrated system that is interoperable with Deputies, State Patrol, Columbus PD, and Fire Departments. This would provide vital interoperability if a major incident were to occur at any county building. Additionally, to include enhancements to and expanding the existing camera and access systems and modifications/replacement of existing doors. Updates to the metal detector area for easier public access to the building.

We would like to ask the board to take into consideration the use of ARPA funds for these projects and would like to request \$250,000 reserved.



Platte County Court House  
2610 14<sup>th</sup> Street  
Columbus, Nebraska 68601  
thofbauer@plattecounty.ne.gov

Tim Hofbauer  
402-564-1206 Office  
402-910-8898 Cell  
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Duncan Volunteer Fire Department  
P.O. Box 249  
Duncan, NE 68634  
402-897-3975 ♦ Email: dncnafd@gmail.com  
www.facebook.com/duncanfire



DEC · 9 2024

Dear Platte County Board of Supervisors,

It has come to our attention that there may be some possible funding available to apply for from the county including possible Federal ARPA funds. We would like to take the opportunity to request help to offset the costs of our EMS startup and to help pay for the last item on our list that has yet to be ordered as we are waiting for the additional funding. We currently have on order a Philips tempus pro cardiac monitor for patient care which has a price tag of just over \$32,000. We expect to receive this shortly after the FDA clearance process is finished.

We are currently holding off our order for a Stryker Power Load unit until funding is available. This unit has an estimated cost of around \$35,000 including the installation costs. This unit will help our service immensely as it will make it much safer and easier to load a patient into the ambulance. This safety has a double benefit as it helps keeps patients safer and aids in reducing the chance of on the job injuries of our fully unpaid volunteers so they may continue their normal jobs in a timely fashion.

In case you are unaware, a cardiac monitor aids in patient monitoring of vitals, allowing the patient care provider to focus more on patient evaluation. The monitor also adds the ability to better care for cardiac patients by allowing us to take a picture of the electrical activity of the heart in the field. This will aid in giving the hospital a pre-notice of patient condition and allow them to activate the proper teams to be ready upon our arrival at the hospital.

A Power Load is designed to lift a stretcher and patient safely into the ambulance and secure the stretcher to the ambulance itself in case of accident or rollover. This is completed by the touch of a button allowing for our smallest person on our EMS crew to load the biggest of patients into the ambulance easily with minimal effort.

The Duncan Volunteer Fire Department has done an amazing job fund raising to help pay for some of the startup costs of the service with over \$75,000 raised. We continue to work to raise additional funds but in my opinion, we have stalled out as additional donations have almost completely ceased.

Again, we are asking you as Supervisors of the county to consider allocating any additional County/State/Federal funds that are available to help cover the budget shortfall of our EMS startup with an estimate shortfall of \$70,476.57 to allow us to place the order for the Stryker Power Load system and allow us to better protect our patients along with our personnel. Thank you for considering us for additional funding.

Patrick Siemek  
EMS Chief  
Duncan Fire & Rescue

# DUNCAN RURAL FIRE DISTRICT

## EMS STARTUP

### 2023/2024 DISBURSEMENTS

|             |          |      |
|-------------|----------|------|
|             | Initials | Date |
| Prepared By |          |      |
| Approved By |          |      |

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1      2      3      4      5      6

| #  | Date     | Description                                                             | Amount    | Check #  |
|----|----------|-------------------------------------------------------------------------|-----------|----------|
| 1  | 10/13/23 | 2010 CHEV AMBULANCE                                                     | 40000.00  |          |
| 2  | 10/13/23 | STRYKER POWERCOAT                                                       | 10000.00  |          |
| 3  | 10/13/23 | VACUUM SPLINTS - FULL BODY VACUUM MATTRESS - SCAPER SPLINT              | 10000.00  |          |
| 4  | 10/25/23 | EMS TRAINING (70/11/22 - 10/9/23)                                       | 91500.00  |          |
| 5  | 11/3/23  | MEDICAL SUPPLIES FROM NEAR FOREST SERVICE                               | 9660      |          |
| 6  | 11/8/23  | HURST SC # 750 w/CHARGER & 6 BATTERIES (JAWS OF LIFE)                   | 85000.00  |          |
| 7  | 11/8/23  | REPAIR 2010 AMBULANCE                                                   | 22666.1   | 7101521  |
| 8  | 11/14/23 | EMS TRAINING (DUSTIN SCHAEFER)                                          | 11720.00  |          |
| 9  | 11/22/23 | CITY OF COLUMBUS (NOV DEL JAW AMBULANCE SERVICES)                       | 150000.00 |          |
| 10 | 12/1/23  | ATTY FOR OREN MTG ADVICE                                                | 6360.00   |          |
| 11 | 12/1/23  | INSURANCE FOR AMBULANCE                                                 | 22800     |          |
| 12 | 12/11/23 | PAPER MTG AD - ERROR (SEE 11/8/23 BELOW)                                | -         |          |
| 13 | 12/13/23 | SPECIAL MTG (6/23) NEVER BILLED                                         | -         |          |
| 14 | 10/25/23 | PLATTE CO TREE - TIES                                                   | 1000      |          |
| 15 | 11/8/23  | PAPER MTG AD                                                            | 1968      |          |
| 16 | 12/11/23 | ✓ ✓ ✓                                                                   | 3726      | 8811815  |
| 17 | 12/13/23 | SPECIAL MTG (6/23 - 250 10/23 - 200 11/23 - 200) Part of Pcard 2023 mtg | 65000     |          |
| 18 | 12/13/23 | PAT SIGNER (250 ALIAS 500 UNIT CHIEF)                                   | 75000     |          |
| 19 | 12/14/23 | TEST CERTIFICATE FEE                                                    | 18000     |          |
| 20 | 12/21/23 | LOAN FEES                                                               | 10000     | 8979815  |
| 21 |          |                                                                         |           |          |
| 22 | 6/21/23  | JIM EER (ATTY FEES)                                                     | 16500     | 9144815  |
| 23 |          | TOTAL 1/1/23 - 12/31/23 EMS STARTUP COST                                |           | 9144815  |
| 24 | 1/2/24   | CENTRAL COMM COLLEGE TRAINING                                           | 55200     | 9200015  |
| 25 | 1/5/24   | DINGGS FIRE CO (AMBULANCE SUPP/EQUIPMT)                                 | 6752.99   |          |
| 26 | 1/5/24   | ✓ ✓ ✓ (✓ ✓ ✓)                                                           | 41445     |          |
| 27 | 1/8/24   | DANKO (BRACKET FOR JAWS - FERNO POWER CHAIR - (3) STETHOSCOPIES)        | 10561.87  |          |
| 28 | 1/26/24  | CITY OF COLUMBUS (FOR MAR APR AMBULANCE SERVICE)                        | 150000.00 |          |
| 29 | 2/2/24   | ANG (GRAPHICS FOR AMBULANCE)                                            | 1921.82   |          |
| 30 | 2/9/24   | DINGGS FIRE CO (AMBULANCE SUPP/EQUIP)                                   | 5143      |          |
| 31 | 2/14/24  | SPARROW PUB (SPECIAL MTG AD)                                            | 2100      |          |
| 32 | 2/22/24  | AMAZON - AMBULANCE SUPP                                                 | 17194     |          |
| 33 | 3/6/24   | PLATTE VALLEY (INSTALL RADIOS/REPROGRAM SPANXER/UNFES VR ANTENAS)       | 71476     |          |
| 34 | 3/8/24   | MATTHEWSON (GAS BOTTLES)                                                | 1065.80   |          |
| 35 | 3/9/24   | SOUTH CENTRAL EMS                                                       | 100000    |          |
| 36 | 3/9/24   | CNC (THERMISTATS)                                                       | 13908     |          |
| 37 | 3/27/24  | DUNCAN FIRE DEPARTMENT (NAT'L REGISTRATION EMT CERT/TEST)               | 93600     |          |
| 38 | 4/8/24   | CNC (LIGHTS)                                                            | 3361      | 13078490 |
| 39 | 4/9/24   | SOURCE INC (SAMSUNG TABLET)                                             | 77300     | 13155790 |
| 40 |          |                                                                         |           | OVER     |

\* Only checks written for EMS start-up before 7-1-24

# DUNCAN RURAL FIRE DISTRICT

## EMS STARTUP

### 2023/24 DISBURSEMENTS

|             |          |      |
|-------------|----------|------|
|             | Initials | Date |
| Prepared By |          |      |
| Approved By |          |      |

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| 1  | 2          | 3                                                                 | 4 | 5          | 6         |
|----|------------|-------------------------------------------------------------------|---|------------|-----------|
|    |            |                                                                   |   |            | 131557.90 |
| 1  | CARRY OVER |                                                                   |   |            |           |
| 2  | 4-29-24    | Duncan Fire pd w/VSA (Phone Call for Ambulance)                   |   | 31.94      |           |
| 3  | 5-6-24     | ✓ ✓ ✓ ✓ (EMS Testing)                                             |   | 312.11     |           |
| 4  | 5-6-24     | South Central EMS (OZ OUT)                                        |   | 134.00     |           |
| 5  | 5-9-24     | OVNPT (EMT SEARCH-NURSE (ALIF))                                   |   | 1500.00    |           |
| 6  | 5-30-24    | Styker (LUCAS Mach)                                               |   | 18258.94   |           |
| 7  | 6-4-24     | Medicare Enrollment (Reimbursed AFB)                              |   | 709.00     | 151153.78 |
| 8  | 6-5-24     | DINGES (AMBULANCE SUPP)                                           |   | 944.62     |           |
| 9  | 6-12-24    | ✓ ✓ ✓                                                             |   | 484.56     |           |
| 10 | 6-12-24    | UBT Anticipation Loan                                             |   | 7227.66    | 153810.62 |
| 11 | 6-21-24    | St of New - Rebate EMS Training                                   |   | (3100.00)  |           |
| 12 |            | TOTAL 1-1-24/6-30-24                                              |   |            | 150710.62 |
| 13 | 7-6-24     | Fire for Rescue Equipment (Sigsbee)                               |   | 290.90     |           |
| 14 | 7-6-24     | O'Reilly (Lights)                                                 |   | 190.98     | 151192.50 |
| 15 | 8-1-24     | St of New - Rebate EMS Training                                   |   | (2940.00)  |           |
| 16 | 8-13-24    | METRO-BILLING (SET UP CHGS)                                       |   | 5500.00    | 148802.50 |
| 17 |            |                                                                   |   |            |           |
| 18 |            |                                                                   |   |            |           |
| 19 |            | ON ORDER                                                          |   |            |           |
| 20 |            | US PACKAGE 7-TEMPUS PRO (CARDIAC MONITOR)                         |   |            | 32056.73  |
| 21 |            | ADD EQUIPMENT TO ORDER                                            |   |            |           |
| 22 |            | STRYKER POWERLOAD SYSTEM (FOR OUR CURRENT LOT) 32036 Plus INSTALL |   |            | 35000.00  |
| 23 |            |                                                                   |   |            |           |
| 24 |            | TOTAL EMS STARTUP COST                                            |   |            | 215853.73 |
| 25 |            |                                                                   |   |            |           |
| 26 |            | EMS APPROVED TAX FUNDS (7-1-23/6-30-24) FROM PLATT/POKUK COUNTY   |   | (20000.00) |           |
| 27 |            | EMS DONATIONS TO DATE                                             |   | (75048.44) |           |
| 28 |            | INTEREST EARNED ON EMS ACCOUNT                                    |   | 237.41     |           |
| 29 |            | US 30 CONTRACT PER SERVICES                                       |   | 7150.00    |           |
| 30 |            | INSURANCE COLLECTED TO DATE                                       |   | (2946.31)  |           |
| 31 |            |                                                                   |   |            |           |
| 32 |            | DEFICIT BALANCE                                                   |   |            | 70476.57  |
| 33 |            |                                                                   |   |            |           |
| 34 |            |                                                                   |   |            |           |
| 35 |            |                                                                   |   |            |           |
| 36 |            |                                                                   |   |            |           |
| 37 |            |                                                                   |   |            |           |
| 38 |            |                                                                   |   |            |           |
| 39 |            |                                                                   |   |            |           |
| 40 |            |                                                                   |   |            |           |

08/28/2024

Monroe Volunteer Fire and Rescue

P.O. Box 11

Monroe, NE 68647-0011

RE: Funding for a new ambulance

To: Jennifer Brown - Platte County Clerk and The Platte County Board:

On behalf of The Monroe Volunteer Rescue Squad, my name is Derek Ferguson. I am a volunteer EMT-B and Treasurer of the department. In November 2022 the Monroe Volunteer Rescue Squad applied for a grant up to \$150,000.00 for Rural Rescue Departments with the Nebraska Department of Health and Human Services for a new ambulance. At the end of January 2023, we received an e-mail stating that The Monroe Volunteer Rescue Squad was granted \$75,000.00 towards the purchase of a new ambulance and that we need to accept or decline the grant.

In the prior years, we have purchased ambulances through the Nebraska Fire and Rescue paper and used ambulances that met all ambulance guidelines from other Nebraska Rescue Departments. Since COVID-19 hit The United States, finding a good, used unit has been nearly impossible. During the pandemic, we had to adjust to how many could ride in the ambulance and could only transport one patient. Departments that received a new ambulance have kept their old ones in case they have multiple patients. And to add to that, some of the older units do not meet the state guidelines and are no longer grandfathered in once they are sold to another department.

As a volunteer department, with the largest rescue district in Platte County when it comes to square miles, we try to get 20 years out of the ambulance, and we have got the full use out of our unit #99, but we are starting to have engine and electrical problems. Every time we are called out to help our community, we pray the unit starts and operators accordingly.

On March 16<sup>th</sup>, 2023 the Monroe Fire Rural Board signed a contract to purchase a Medix M2 Type I Ambulance for \$272,280 from Danko in Snyder, NE. The new ambulance will be in our possession in October 2024.

Today, we are asking the Platte County Board for up to \$100,000.00 to help our department with a monetary grant/gift for the purchase of a new ambulance. The Monroe Fire and Rescue Department will also still have to purchase medical equipment for the new ambulance. With that said, any amount coming from the Platte County Board will be a huge benefit to our department and the people in our fire and rescue district.

\$271,280.00 Owed to Danko- Attached is the purchase agreement from Danko.

Funds we will put towards the new ambulance are as follows:

- \$75,000.00 State of Nebraska Health and Human Services Grant.
- \$45,000.00 Raised from the MVFD for the new ambulance.

- \$151,280.00 is our shortfall for having the total amount due to purchase the new ambulance. It will be up to the rural board to either increase the levy, apply for a loan, or etc. to make up the shortfall. The medical equipment will cost approximate \$50,000. So the Rural Board will be right at that \$200,000 to get it ready for that first call.

Thank you,



Derek D. Ferguson, EMT-B/Treasurer

Cell-402-710-1077

Work-402-495-2305



**DANKO EMERGENCY EQUIPMENT CO.**  
 302 East 4<sup>th</sup> Street • PO Box 218 • Snyder, NE 68664-0218  
 (402) 568-2200 • Fax (877) 568-2443 • trucksales@danko.net

**PROPOSAL FOR MEDIX AMBULANCE**

03/16/2023

TO: Monroe Rural Volunteer Fire and Rescue  
Monroe, NE

Dear Sirs:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution and approval of the accompanying contract, the following apparatus:

|                                                                          |                     |
|--------------------------------------------------------------------------|---------------------|
| <u>One (1) Medix M2 Type I Ambulance installed on a Ford F-450 4 x 4</u> | <u>\$271,280.00</u> |
| <u>Gas Chassis, as per specifications</u>                                |                     |
| <b>TOTAL</b>                                                             | <b>\$271,280.00</b> |

The price is subject to increase because of changes in market condition or increases in cost of raw materials or components. Primarily based on the price of the Ford chassis. Delivery subject to change.

All of which are to be built in accordance with the specifications attached, and which are made a part of this agreement and contract to deliver same by 550 calendar days after receipt of signed and accepted contract to deliver same at Danko Emergency Equipment, Co. Proposal subject to all causes beyond our control, for the sum of:  
Two hundred seventy one thousand two hundred eighty dollars and no/00

(\$ 271,280.00 ) F.O.B. Snyder, NE.

Terms: To be paid in full upon delivery in Snyder, NE.

All payments of any nature must be paid directly from the customer to Danko Emergency Equipment Company in Snyder, Nebraska.

The amount named in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully Submitted  
 DANKO EMERGENCY EQUIPMENT CO.

Jeff Horn  
 Title: Nebraska Danko Sales Representative  
 Date: 03/16/2023

We agree to accept the above proposal

Byron Dahlh  
 (Customer Signature)  
 Title: Rural Board Pres  
 Date: 3-16-23



## SALES AGREEMENT

This agreement, made by and between Danko Emergency Equipment Co. (the Company) of Snyder, Nebraska and Monroe Rural Volunteer Fire and Rescue of Monroe, NE (Buyer).

**WITNESSETH:** The Company agrees to deliver, upon the following terms and conditions, the apparatus and equipment described in the proposal and specifications attached hereto as a part of this agreement and contract.

**DELIVERY:** The apparatus and equipment covered by this contract shall be delivered FOB Snyder, NE within approximately 550 calendar days after acceptance of contract at the Company. Payment of the total purchase price will be made by Monroe Rural Volunteer Fire and Rescue of Monroe, NE  
FOB at time of final delivery.

**SPECIFICATIONS:** It is specifically understood and agreed that the specifications in the attached proposal shall control, notwithstanding any other specification, written or oral, heretofore supplied or considered.

**PRODUCT PURCHASED:** One (1) Medix M2 Type I Ambulance installed on a Ford F-450 4 x 4 Gas Chassis, as per specifications

**PAYMENT:** Buyer agrees to purchase and pay for the aforesaid apparatus the total sum of: (\$ 271,280.00 ) Two hundred seventy one thousand two hundred eighty dollars and no/00-----  
**TERMS:** To be paid in full upon delivery in Snyder, NE.

All payments of any nature must be paid directly from the Buyer to Danko Emergency Equipment Company, 302 East 4<sup>th</sup> Street, Snyder, Nebraska.

**AUTHORITY:** Only authorized officers of the Company may act for and on its behalf, and all other representations hereafter made are not binding upon the company.

**COMPLETENESS:** Buyer has fully read and understands this Sales Agreement. The Buyer acknowledges that this Sales Agreement is the full and complete agreement of the Company and Buyer and that any and all earlier discussions, dialogue and negotiations are merged into this Sales Agreement. Buyer asserts that there are no warranties, agreements, or understandings written or oral which in any manner alter, abridge, or conflict with the terms of the Sales Agreement. Buyer further understands that when accepted the Company this Sales Agreement may not be altered, modified, or abridged except with a formal, properly executed Change Order that has been signed by an authorized person for both the buyer and the Company.

**COMPLETION:** The Products shall be completed by the Company as outlined in this Agreement. This date is only approximate and is subject to delays caused by war, fire strike, Acts of God, shortages of materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries or any other fact or event beyond the Company's control, none of which factors or events shall give rise to any liability on the part of the Company, whether for general, incidental, or consequential damages. Any such delay shall not constitute grounds for cancellation by Buyer.

**SURCHARGE:** If, during the agreement term, any existing orders are change by the manufacturer's (the Company) supplier after the issuance of a purchase order; or any new laws or regulations are enacted that require the Company to make substantial and unanticipated expenditures (whether capitalized or otherwise) with respect to the components ordered or with respect to the services provided hereunder, the Company may, subject to the terms of this paragraph impose a surcharge (a "Surcharge") to cover the customer's pro rata share of the cost of complying with these increase costs, laws or regulations.

**TAXES:** Buyer shall pay all taxes, whether presently or hereafter applicable, assessed or arising out of this transaction, whether in the nature of an occupation, property, excise, sales or us tax imposed upon the Company, Buyer of the Products. If the Products are exempt from taxes upon the proper execution of an exemption certificate, it is the duty of the Buyer to furnish such properly executed exemption certificate to the Company.

**TERMS OF PAYMENT:**

- a) Payment of the purchase price plus cost of any authorized Change Orders, shall be paid, in full, at the time of plant pick-up or availability for delivery, whichever is earlier.
- b) It is agreed that the Vehicle covered by this Agreement shall remain the property of the Company and not placed in service until the purchase price and any additional costs and expenses are paid by the Buyer. Any payment not made when due shall accrue a service charge of 1.5% per month, but in no event shall such charge exceed the maximum rate allowed by law.

**The Buyer** will receive written notice once the Vehicle is ready for inspection. The Company requires, and the Buyer agrees, that the Vehicle shall be inspected and picked up by the Buyer within seven (7) days of notice that the manufacturer of the Vehicle has been completed.

**Use of Equipment; Indemnification:** Buyer agrees that the Apparatus shall be used (a) strictly in accordance with all user manuals and written instructions provided by the Company; (b) in accordance with all applicable laws, regulations and requirements; and (c) in a proper manner. Buyer agrees that none of the safety guards or other safety aspects of the Apparatus will be removed, altered, or bypassed. Buyer agrees to indemnify and hold the Company harmless from and against all claims, damages, and liabilities (including reasonable attorney fees and costs) arising out of or related to (i) any improper use or misuse of the Apparatus; (ii) any breach of Buyer of any of its obligations in this paragraph; or (iii) any negligence, willful misconduct or other wrongful act or omission by Buyer, its employees or anyone under Buyer's control.

**CANCELLATION:** This Agreement is subject to cancellation by the Buyer. In the event of a cancellation, both parties shall agree to appropriate cancellation charges. Appropriate cancellation charges shall take into account expenses already incurred and Commitments made by the Company.

**LIMITED WARRANTY:** The Company warrants exclusively to the Buyer that at the date of delivery to the Buyer, The Products shall be free from defects in material and workmanship under the use and service as specified in the operation and handling instructions. Any component of a Product manufactured by any supplier other than the Company shall bear only the warranty, if any, made by the manufacturer of such component. The Buyer shall notify the Company of any defect in any Product covered by this Limited Warranty no later than thirty (30) days after the defect is discovered and before any repairs are performed. If any repairs are made before the Company is notified, these repairs shall void this Limited Warranty in its entirety.

This Warranty shall not specifically apply to the following:

To normal maintenance services or adjustments.

To Products which shall have been replaced or altered outside of the Company's factory in any way so as to affect its stability, or which has been used in a manner other than specified in the operation and handling instructions provide by the Company, or involved in an accident, or to Products made by the Company which has been operated at a speed exceeding the factory rated speed or loaded beyond the factory rated load capacity.

To the chassis associated equipment furnished with chassis, signaling devices, generators, batteries, tires, pumps, and all purchased parts or other trade accessories.

**WARRANTY DISCLAIMER:**

There are not warranties which extend beyond the description of the face hereof except as expressly set forth herein. The limited warranty granted by the company to the buyer herein shall be in lieu of all other warranties, express or implied. The company disclaims any implied warranty of fitness of the products for a particular purpose. No promise or affirmation of fact shall constitute warranty by the company or give rise to any liability or obligation of the company.

This Agreement, including its appendices and attachments, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has the authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of this Agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

**ROR/SALESMAN:**

ROR/Dealership: Danko Emergency Equipment

Sales Representative: Jeff Horn

Date: 03 / 16 / 2023

**CUSTOMER'S AUTHORIZED SIGNATURE/SIGNATURES:**

Printed Name: Bryan Dietrich Title: Rural Board Pres  
Signature: Bryan Dietrich Date: 3 / 16 / 23  
Phone Number: 402-910-8410

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Phone Number: \_\_\_\_\_

**DANKO:**

By: \_\_\_\_\_  
Danko Emergency Equipment  
Mark A. Kreikemeier, President

Date of Sales Agreement Acceptance: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Diane Kapels  
49261 – 205<sup>th</sup> Avenue  
Creston, NE 68631  
[dkapels@yahoo.com](mailto:dkapels@yahoo.com)  
(402) 270-4707

December 17, 2024

Platte County

Board of Supervisors

2610 – 14<sup>th</sup> St

Columbus, NE 68601

Dear Members of Board of Supervisors

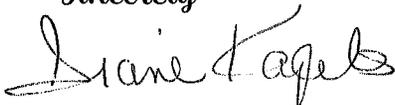
It is with mixed emotions that I announce my intention to resign from my position as Platte County Register of Deeds effective January 3, 2025.

I started working as a public servant for Platte County Register of Deeds in 1975 working thru 1990. January 2003 I was elected to the office.

As I prepare to step down from my position, I would recommend Sigrid Parker to serve as appointed Platte County Register of Deeds. Sigrid is presently my Deputy and is very qualified for the position. I am more than happy to assist Sigrid to make this transition as smooth as possible. My intention would be to stay on as Part-Time capacity to help transition the office and into my next phase of life.

It has been an honor to serve the fine people of Platte County. I want to take this opportunity to thank all of you and my colleagues for your friendship, support and guidance over the years. But I feel that it is time for me to begin the next chapter of my life.

Sincerely



Diane Kapels

**Resolution 24-21**

**RESOLUTION OF APPRECIATION**

**Ronald Pfeifer**

**A RESOLUTION OF THE CHAIRPERSON AND BOARD OF SUPERVIORS OF PLATTE COUNTY, COLUMBUS, NEBRASKA, TO EXPRESS APPRECIATION FOR THE SERVICES RON PFEIFER GAVE PLATTE COUNTY WHILE IN SERVICE AS DISTRICT 4 SUPERVISOR**

**WHEREAS** Ron Pfeifer served as District 4 Supervisor for Platte County from January 1997 to January 2025.

**WHEREAS**, elected officials of Platte County wish to go on record as expressing their appreciation for the service he provided to the county while serving as District 4 Supervisor for Platte County.

**NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRPERSON AND BOARD OF SUPERVISORS OF PLATTE COUNTY, COLUMBUS NEBRASKA**, that on behalf of Platte County and its citizens, we hereby go on record as expressing our appreciation to Ron Pfeifer for the service he provided Platte County as District 4 Supervisor.

Passed and adopted this 17<sup>th</sup> Day of December 2024

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Kim Kwapnioski  
Chairperson  
Platte County Board of Supervisors

**Resolution 24-23**

**RESOLUTION OF APPRECIATION**

**Diane Kapels**

**A RESOLUTION OF THE CHAIRPERSON AND BOARD OF SUPERVIORS OF  
PLATTE COUNTY, COLUMBUS, NEBRASKA, TO EXPRESS APPRECIATION  
FOR THE SERVICES DIANE KAPELS GAVE PLATTE COUNTY WHILE IN  
SERVICE AS PLATTE COUNTY REGISTER OF DEEDS**

**WHEREAS** Diane Kapels served as Register of Deeds for Platte County from January 2003 to January 2025.

**WHEREAS**, elected officials of Platte County wish to go on record as expressing their appreciation for the service she provided to the county while serving as Register of Deeds for Platte County, as well as working as a public servant for Platte County in the Register of Deeds office from 1975 to 1990.

**NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRPERSON AND BOARD OF SUPERVISORS OF PLATTE COUNTY, COLUMBUS NEBRASKA**, that on behalf of Platte County and its citizens, we hereby go on record as expressing our appreciation to Diane Kapels for the service she provided Platte County as Register of Deeds.

Passed and adopted this 17<sup>th</sup> Day of December 2024

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Kim Kwapnioski  
Chairperson  
Platte County Board of Supervisors