

City Council Regular Meeting
Monday, June 2, 2025 6:00 PM
Columbus Community Building/Community Room
2500 14 Street
Columbus, NE 68601

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

{{Name: Agenda Item Name}}

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

84-1407. Act, how cited.

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

Source: Laws 2004, LB 821, § 34.

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

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

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

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

Annotations

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

84-1409. Terms, defined.

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

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

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

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

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

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

Annotations

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

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

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

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

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

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

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

(c) Investigative proceedings regarding allegations of criminal misconduct;

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

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

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

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

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

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

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

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

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

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

Annotations

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

(1983).

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

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

(1) Until January 1, 2025:

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

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

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

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

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

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

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

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

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

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

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

(2) Beginning January 1, 2025:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

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

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

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

provided if virtual conferencing was not used;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Cross References

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

Annotations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Operative Date: July 19, 2024

Annotations

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

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

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

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

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

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

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

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

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

Annotations

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

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

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

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

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

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

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

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

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

Annotations

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

2. PRAYER

3. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

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

4.A. Minutes of May 19, 2025, City Council meeting.

PROCEEDINGS OF CITY COUNCIL
May 19, 2025

A regular meeting of the mayor and council of the City of Columbus, Nebraska, was convened in open and public session on May 19, 2025, at 6:03 p.m. in the Columbus Community Building, Community Room, 2500 14 Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on April 30, 2025, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgment of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Cynthia Alarcòn, Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, AJ Palensky, Prent Roth, and Ron Schilling. City staff members included City Administrator Tara Vasicek, City Attorney Neal Valorz, City Clerk Shuraya Choat, City Engineer Rick Bogus, Interim Police Chief Bret Strecker, Public Works Director Chuck Sliva, Library Director Jeri Hopkins, Project Manager Braden Labenz, Communications Manager Matt Lindberg, Engineering Administrative Specialist Renee Whiting, and Senior Office Associate Vanessa Adame.
2. **PRAYER:** Jablonski led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was played and the Pledge of Allegiance was recited. Bulkley thanked Jim Davis for allowing the City to use his recorded version of the National Anthem.
4. **CONSENT AGENDA:** The following items are considered to be routine by the city council and will be enacted by one motion. There will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved with a motion by Jablonski and a second by Alarcòn. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.
 - 4.A. **Minutes of May 5, 2025, City Council meeting.**
 - 4.B. **Minutes of May 13, 2025, Civil Service Commission meeting certifying Martavius Pennington as police officer candidate.**
 - 4.C. **Reappointment of Steve Anderson, Robbin Cutsor, Melissa Goc, Colleen Bray, and Josh Mueller to Planning Commission for three-year terms.**

- 4.D. Reappointment of Adam Urkoski and Ron Schilling (Council of Officials) and Charlie Bahr (Board of Directors) to the Northeast Nebraska Economic Development District for one-year terms.**
- 4.E. Bid from Dale R. Johnson Enterprises, Inc. dba Johnson Trucking of Columbus for one-year supply of gravel in the amount of \$31.25 per cubic yard if delivered or \$24.75 per cubic yard if picked up.**
- 4.F. Resolution No. R25-74 authorizing payment of various improvement projects.** Resolution No. R25-74 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT: C-R MENN CONCRETE, LLC, 11TH STREET SIDEWALK IMPROVEMENTS CDBG 3-DTR-003, \$35,229.82; GEHRING CONSTRUCTION & READY MIX CO., INC., CONCRETE PAVING IMPROVEMENTS 2025, \$46,677.60; WATTS ELECTRIC COMPANY, LOST CREEK PARKWAY TRAFFIC SIGNALS 2024, \$108,087.22.
- 4.G. Finance department report.**
- 4.H. Payroll and bills on file.** B=Bnd Pymnts; CP=Capt'l Proj; E=Expns; G=Grnts; I=Insrnc; L=Lic; M=Mbrshp; P=Pymt; R=Rfnd; RT=Rent; S=Srv & Supp; T=Trng; 5/23/25 payroll 861,713.00; 1200.Aero 1,200.00 S; 911 Cstm 4,621.00 S; A & K Cons 3,085.00 T; A to Z Msgng 135.00 S; Ace Hdwr 433.72 S; Adv Auto 19.00 S; All Star Auto 29.95 S; Amazon 1,942.02 S; Aqua Case 318.00 S; Aqua-Pure 9,925.41 S; Arnold Mtr Sup 2,569.77 S; Auxiant 117,065.80 I; Baird Holm 363.00 S; B-D Const 827.68 S; Benchmark Govnmt 312.70 T; BK Floor 2,576.90 S; Black Hills 2,175.40 S; Blckstn Pub 131.28 S; BOKF 2,883,462.50 B; K Bomberger 500.00 E; Bound Tree Med 1,459.55 S; A Brauner 40.00 S; Casey's Mail Serv 5,763.90 S; CCC 170.00 T; Cntrl Vily Ag 1,005.92 S; CESI 7,656.90 CPS; Chrme N Steel 4,513.78 S; City of Col 4,721.35 S; Clay Hills Ag 370.00 S; Club Prpht 517.00 S; CNC 4,570.27 S; Col Chamber 1,020.00 P; CCH 4,573.90 S; Col Crdt Serv 712.47 S; Col Fam Rsrc Ctr 11,265.98 RT; Col Plmbng 1,463.37 S; Col Tire 25.00 S; Cmmnwth Elec 2,085.10 S; A Comte 800.00 S; R Comte 800.00 S; Core & Main 27,277.19 S; Crnhskr Pwr 484.23 S; C-R Menn 35,229.82 CP; Cubby's 9.07 S; Culligan 332.50 S; Daniels Prod 6,437.76 S; Dwny Drllng 48,781.00 S; D Drake 2,500.00 S; D Dunbar 23,188.75 P; Eakes 617.30 S; EBSCO 1,691.00 S; Egan Sup 538.43 S; Elctrnc Eng 1,080.00 S; Elctrnc Sys 167.80 S; Engrnd Cntrls 1,550.00 S; Envsnr 5,266.63 S; Fifth Season 2,332.50 S; First Natl Bnk of Omaha 13,116.04 S; Frontier 1,957.87 S; Gale 96.76 S; Galls 1,001.37 S; Gaver Tire 197.00 S; Gehring Const 47,493.60 CP; G Steffy Ford 599.85 S; Godfathers 246.99 S; Golden West 749.01 S; Golfnow 196.96 S; C Gray 22.42

PROCEEDINGS OF CITY COUNCIL

May 19, 2025

Page 3

E; Grt Plns Bldg Sup 23.83 S; Grt Plns Comm 1,562.50 S; Hawkins 3,296.18 S; HDR 29,790.00 CP; Hrtlnd Ntrl Gas 3,002.09 S; Hrtlnd Offc Clnrs 520.00 S; Heiman Inc 368.12 S; Hobby Lobby 32.74 S; Hldy Inn 440.00 S; M Howerter MD 1,294.00 S; Hy-Vee 216.45 S; Image Tech 308.88 S; Ingram Lbry 3,311.01 S; Jackson Serv 2,032.61 S; John Deere Fin 212.50 S; Kelly Sup 263.37 S; KG Plmbng 60.00 S; L Alan Fear 1,507.53 E; Lkvw High School 275.00 S; Lkvw Small Eng 49.50 S; Language Ln Serv 299.43 S; Lawson Prod 21.35 S; Lncln Jrnl Star 1,018.06 S; Loup 98,135.28 S; Luxer Corp 2,003.40 S; Macqueen Equip 331.40 S; Mailbox 129.93 S; Matheson-Linweld 69.75 S; Mellen & Assoc 2,444.00 S; Menards 929.13 S; Mettler-Toledo 777.99 S; Mid-State Eng 2,534.00 CP; Mdwst Alarm 540.00 S; Mdwst Lab 923.59 S; Mdwst Serv 280.00 S; Mdwst Tape 680.36 S; Mdwst Turf 10,470.58 S; Mike's Twng 2,175.00 S; Motion Ind 289.21 S; Motorola Sol 16,153.65 CP; Mun Pipe 3,654.75 S; Napa Auto 737.36 S; NE Chmbr Fndtn 5,250.00 S; NE Fire Sprnklr 1,203.00 S; NE Golf & Turf 1,120.00 S; NE Law Enf 330.00 T; NE State Fire Mrshl 240.00 S; Newman Sgns 133.67 S Norfolk Daily News 188.67 S; NE NE Sld Wste 69,121.99 S; Occ Health 10,543.00 S; Olson Pest 578.00 S; One Call 377.20 S; One Src 885.50 S; O'Reilly 347.13 S; Otis Elevator 1,306.25 S; Paper Tiger 247.70 S; M Pedersen 13.59 E; Penworthy 1,062.58 S; Pete Lien 6,932.91 S; Petty Cash 139.70 S; PGA of America 664.00 S; Phenova 691.69 T; L Piitz 1,400.00 S; Pioneer Mfg 68.49 S; Platte Co Title 30.15 S; Platte Cnty 4,183.86 S; Platte Cnty Reg of Deeds 64.00 S; Platte Vllly Comm 488.75 S; Port-A-Johns 450.00 S; Power Tech 425.00 S; Quadiant 1,000.00 S; QMC 5,356.67 S; Quill 71.38 S; Reardon Lawn 82.38 S; F Ritter 1,550.00 S; River Vllly Tire 120.00 S; Riverside Prtbls 110.00 S; RVW 910.00 CP; Sapp Bros 50,666.41 S; Schaeffer Mfg 576.36 S; Schweitzers 4,980.12 CP; Srvcstr Cng 3,911.31 S; Settje Plmbng 100.33 S; Shvln Sup 529.44 S; Shirts Are Us 512.00 S; Sipple Hansen 3,450.24 S; Sirius 485.00 CP; Snap-On 9,540.31 CP; SE Library 50.00 S; Stnly Petr 470.00 S; Starguard 840.00 S; State Dept of Rev 56,856.41 P; Stericycle 760.57 S; Spr Svr 75.65 S; Sysco 8,468.06 S; T-Bone 127.56 S; The Filter Shp 293.43 S; The Glf Shp 3,191.78 S; The Lfgrd Str 375.00 S; Tire Outlet 2,417.01 S; Titan Mach 80.50 S; TK Elevator 256.76 S; Todd Vllly Farms 330.00 S; Tractor Sup 467.51 S; Transit Wrks 96.92 S; Truck Ctr 61.80 S; Turfwerks 725.65 S; Twin Rvrs Vet 134.00 S; Union Pcfc RR 852.09 CP; USA Blue Bk 552.77 S; C Van Dyke 175.00 S; Van Wall 419.63 S; Vandenberg Elec 815.00 S; Vanitii Prod 3,100.00 S; Verizon 61.83 S; Verizon Wrks 880.22 S; Wst Conn 628.66 S; Watts Elec 108,087.22 CP; Wilke 3,205.50 S. Total \$4,750,563.31.

5. **APPROVAL OF MINUTES:** Included in Consent Agenda
6. **SPECIAL PRESENTATIONS:**
 - 6.A. **Proclamation declaring the week of May 18, 2025, as Respect for Law Week.** Bulkley read a proclamation acknowledging the week of May 18, 2025, as Respect for Law Week.
 - 6.B. **Proclamation declaring the week of May 18, 2025, as National Public Works Week.** Bulkley proclaimed the week of May 18, 2025, as National Public

Works Week and thanked the staff in the Public Works Department for all the work they do.

7. PUBLIC HEARINGS:

7.A. Public hearing - Application from Jeyniel y Keileb LLC dba Tuyo y Mio for retail Class I liquor license at 1267 26 Avenue and Dayniel Betancourt Romero as manager. Tuyo y Mio manager Dayniel Betancourt Romero was available to answer questions. The public hearing closed with a motion by Jablonski and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". A recommendation was made to the Nebraska Liquor Control Commission to approve the application from Jeyniel y Keileb LLC for a retail Class D liquor license and Dayniel Betancourt Romero as manager with a motion by Bahr and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

7.B. Public Hearing - Authorization of purchase of real property located south of 12th Street between 33rd and 34th Avenues from Nebraska Department of Transportation. The public hearing closed with a motion by Schilling and a second by Hiemer. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

8. PETITIONS AND COMMUNICATIONS: None

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

9.A. Update on Nebraska Department of Transportation 23rd Street Reconstruction project. Bogus noted that the project is on schedule with water and storm sewer upgrades currently underway, 23rd and 26th Avenues will be reopened temporarily until paving begins, and the intersection of 30th Avenue is expected to close soon as crews continue progressing west.

9.B. Update on Nebraska Department of Transportation Loup River South Bridges project. Bogus explained that traffic has been moved to the east side bridge and preparation for removal of the truss bridge has begun. He noted that the trail running under the bridge is now closed, however, the underpass will remain open to allow pedestrian access across the park. In mid-June, the underpass will close for reconstruction, at which point the trail will re-open. Bogus added that both the trail and underpass improvements are expected to be completed by August 1st with demolition of the truss bridge to follow. He clarified that, as a requirement of the project due to the historic nature of the truss bridge, a model of the bridge will be created and installed in Pawnee Park.

10. REPORTS OF COUNCIL COMMITTEES:

10.A. Committee of the Whole - May 19, 2025

10.A.1. Request from Legacy Youth Foundation to use a portion of Pawnee Park Memorial Stadium for Drive-In Movie Theater. The Committee of the Whole

recommended approval. The report was adopted with a motion by Jablonski and a second by Hiemer. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

10.A.2. Amend city code sections 133.03 through 133.05 regarding fireworks discharge dates, discharge times, and sale dates. The Committee of the Whole recommended city code be amended as follows: the discharge of fireworks be permitted June 28th through July 2nd from 8 a.m. to 11 p.m. and July 3rd and 4th from 8 a.m. to midnight; the sale of fireworks be permitted June 28th through July 4th from 8 a.m. to 10 p.m.; no discharge or sales of fireworks be permitted in December; and to have an effective ordinance date of August 1, 2025. Jason Thiele, of Raymond and co-owner of Crazy Cracker Fireworks, spoke against the proposed changes noting that shortening the sale dates does not resolve the ongoing issue of enforcing the policy. He expressed concern that the change would be unfair to both the fireworks vendors and residents who comply with the rules. Jeff Peabody, supervisor of the Columbus High School fireworks stand, explained he was happy with the shortened sale dates as sales are fairly low the first three days and this would reduce staffing costs. Sara Abler, of Norfolk and co-owner of Fly by Night Fireworks, explained that the slower days offer more time for setup and the full ten days would allow for the possibility of two weekends of sales. She also added that these changes would require updates to advertisements and required signage at their sale location which would create additional costs. Vasicek clarified that this is the first reading of the ordinance and that a second and third reading will be held at the June 2nd and June 16th city council meetings allowing further discussion. The report was adopted with a motion by Roth and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

11. REPORTS OF SPECIAL COMMITTEES: None

12. REPORTS ON LEGISLATION: None

13. NEW BUSINESS:

13.A. Application from Rback Enterprises, LLC for preliminary plat of Reeder 2nd Subdivision (4th Street and 7th Avenue). (Planning Commission recommends approval.) The preliminary plat of Reeder 2nd Subdivision was approved with a motion Hiemer and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

13.B. Application from Knights of Columbus for special designated liquor license at 26th Avenue between 13th and 14th Streets for Columbus Days. The application from Knights of Columbus for a special designated liquor license was approved with a motion by Jablonski and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

- 13.C. Application from Barrel House for special designated liquor license at 2311 14 Street for a fundraiser.** Barrel House owner, Nicole Saalfeld explained that the first-ever 'Picklefest' event is scheduled for June 14, 2025, and is a fundraiser to help raise money for Columbus in Action. She noted that the event will have over 40 vendors, live music throughout the day, and a pickleball tournament. The application from Barrel House for a special designated liquor license was approved with a motion by Jablonski and a second by Hiemer. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.D. Application from Half Full, Inc. dba Infusion Brewing Co. for special designated liquor license at 2311 14 Street for a fundraiser.** The application from Half Full, Inc. for a special designated liquor license was approved with a motion by Hiemer and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.E. Appointment of Lynn Fear as police chief.** Fear stated he is excited for the opportunity and ready to get started. He thanked the mayor, city administrator, former police chief, and Interim Police Chief Strecker for a smooth transition into this position. In the next few weeks, he looks forward to getting out into the community and meeting as many people as possible. The mayor's appointment of Lynn Fear as police chief was ratified with a motion by Hiemer and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.F. Appointment of Andres Velazquez as police officer.** Velzaquez thanked the council and the welcoming city staff who assisted throughout the hiring process. He is excited for the opportunity to serve. The mayor's appointment of Andres Velazquez as police officer was ratified with a motion by Alarcòn and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.G. Quote from Husker Auto Group in the amount of \$36,950 for pickup for wastewater treatment plant. CIP #25-56** Sliva clarified that an extended cab or four-door option was requested in order to store sampling equipment and samples inside the truck, as they must be kept at room temperature. The quote from Husker Auto Group for a pickup was accepted with a motion by Schilling and a second by Palensky. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
- 13.H. Plans, specifications, estimate of cost in the amount of \$850,000, and authorization to advertise for bids for Lift Station #15 (Westbrook) Relocation project. (Plans and specs on file in the engineering department.) CIP #20-93** The plans, specifications, estimate of cost, and authorization to advertise for bids for Lift Station #15 Relocation was approved with a motion by Palensky and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

13.I. Comments from mayor and city council members. Jablonski complimented the Business Improvement District Board on the new sculptures and flowers placed throughout the downtown area.

14. RESOLUTIONS:

14.A. Resolution No. R25-75 amending By-laws of the Columbus Board of Airport Commissioners. (Board of Airport Commissioners recommends approval.) Resolution No. R25-75 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE BY-LAWS OF THE COLUMBUS BOARD OF AIRPORT COMMISSIONERS TO UPDATE THE ADDRESS OF THE PRINCIPAL OFFICE AND MEETING LOCATION, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HERewith was adopted with a motion by Bahr and second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

14.B. Resolution No. R25-76 accepting Deed of Dedication for JLO Subdivision (Howard Boulevard and 50th Avenue). (Planning Commission recommends approval.) Resolution No. R25-76 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOT 1, BLOCK "C", EVANS-PLUGGE SUBDIVISION, TO THE CITY OF COLUMBUS, LOCATED IN THE SE 1/4 OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, EXCEPTING THEREFROM: A TRACT OF LAND LOCATED IN LOT 1, BLOCK "C", EVANS-PLUGGE SUBDIVISION TO THE CITY OF COLUMBUS, IN THE SE 1/4 OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH CORNER OF SAID LOT 1; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 FOR A DISTANCE OF 76.01 FEET; THENCE NORTHWESTERLY DEFLECTING 090°59'07" LEFT, A DISTANCE OF 147.34 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 1; THENCE SOUTHERLY DEFLECTING 129°15'59" LEFT, ALONG THE SAID WESTERLY LINE OF SAID LOT 1 FOR A DISTANCE OF 98.16 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTHEASTERLY DEFLECTING 050°44'01" LEFT, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 FOR A DISTANCE OF 83.90 FEET TO THE POINT OF BEGINNING. HERINAFTER TO BE KNOWN AS JLO SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA was adopted with a motion by Hiemer and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

14.C. Resolution No. R25-77 withdrawing from the OneLibrary Consortium

- Interlocal Agreement.** Hopkins explained that the Pioneer Consortium offers more updated software and would better meet the library's needs; therefore, she recommended withdrawing from the OneLibrary agreement. She added that joining the new consortium would save over \$4,000 annually. Resolution No. R25-77 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO EXIT AND WITHDRAW FROM THE ONELIBRARY CONSORTIUM INTERLOCAL AGREEMENT was adopted with a motion by Lopez and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.D. Resolution No. R25-78 approving Pioneer Consortium Joint Entity Agreement.** Resolution No. R25-78 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO APPROVE AND ADOPT THE JOINT ENTITY AGREEMENT PERTAINING TO THE PIONEER CONSORTIUM JOINT ENTITY INTERLOCAL AGREEMENT (A CONSORTIUM OF PUBLICLY FUNDED LIBRARIES); A COPY OF SAID AGREEMENT IS ATTACHED HERETO was adopted with a motion by Roth and a second by Palensky. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.E. Resolution No. R25-79 approving agreement with Legacy Youth Foundation to use a portion of Pawnee Park Memorial Stadium for Drive-in Movie Theater.** Resolution No. R25-79 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AGREEMENT WITH THE LEGACY YOUTH FOUNDATION FOR USE OF PART OF THE MEMORIAL STADIUM PARKING LOT IN PAWNEE PARK FOR A DRIVE-IN MOVIE THEATER, A COPY OF WHICH IS ATTACHED HERETO; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF COLUMBUS was adopted with a motion by Alarcòn and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
- 15. ORDINANCES ON FIRST READING:**
- 15.A. Ordinance No. 25-08 amend city code sections 133.03 through 133.05 regarding firework discharge dates and end times, firework sales dates, and to update the required signage at all sales locations to coincide with changes.** On its first reading, Ordinance No. 25-08 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA AMENDING SECTION 133.03, SECTION 133.04, AND SECTION 133.05 OF CHAPTER 133 OF TITLE XIII OF ORDINANCE NO. 24-01 (COLUMBUS CITY CODE) AMENDING FIREWORKS DISCHARGE DATES, DISCHARGE TIMES, SALE DATES AND TO UPDATE THE REQUIRED SIGNAGE AT ALL SALES LOCATIONS; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE

PROCEEDINGS OF CITY COUNCIL

May 19, 2025

Page 9

DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only.

16. **ORDINANCES ON SECOND READING:** None
17. **ORDINANCES ON THIRD READING:** None
18. **PAYROLL AND BILLS ON FILE:** Included in Consent Agenda
19. **UNFINISHED BUSINESS:** None
20. **ADJOURNMENT:** The meeting adjourned at 6:56 p.m.

Presented and approved this 2nd day of June 2025.

OFFICE OF THE CITY CLERK

: Shuraya Choat

4.B. Title III-B (supportive services), Title III-C (nutrition), and Title III-E (family caregiver support) grant funding from Northeast Nebraska Area Agency on Aging for senior center.

MEMORANDUM

DATE: May 23, 2025
TO: Tara Vasicek, City Administrator
FROM: Doug Moore, Public Property Director
SUBJECT: 2025-2026 Acceptance of Grant Contracts and Nutrition Agreements with Northeast Nebraska Area Agency on Aging (NENAAA)

RECOMMENDATION:

Staff recommends the acceptance of the III-B Supportive Services Contract, III-C Nutrition Contract, and the III-E Family Caregiver Support Contract from the Northeast Nebraska Area Agency on Aging (NENAAA).

DISCUSSION:

The NENAAA administers federal and state activity subsidies (III-B), meal subsidies (III-C), and caregiver subsidies (III-E) for senior centers in northeast Nebraska. Our application for funds has received its final approval and formal acceptance of the grant contracts is now required.

FISCAL IMPACT:

The III-B activity subsidy grant provides a maximum of \$37,847 in federal and state funding. The III-C nutrition agreements provides for a maximum of \$92,647 in federal and state funding. The III-E caregiver support grant provides a maximum of \$3,300 in federal and state funding. These funds will cover approximately 22% of the cost of the Senior Center operation.

ALTERNATIVES:

If we do not accept these funds, additional funding would be necessary from other sources in order to maintain services at the Columbus Senior Center.

CONCURRENCE:

The agreements and grant notifications have been reviewed by the Senior Center Manager and Finance Director and they concur with the acceptance of the award.

SIGNATURE:

DEPARTMENT HEAD *Douglas A Moore*

CITY ADMINISTRATOR APPROVAL _____

III B SUPPORTIVE SERVICES CONTRACT

This Contract is made and entered into this 1st day of July, 2025 by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called “Agency and City of Columbus hereinafter called “Contractor”.

1. **RECITALS.**

(A) Agency is a single purpose unit of government of the State of Nebraska authorized to provide services for persons 60 years of age or older within the Northeast Nebraska planning and service area.

(B) Agency has received a subaward from the Nebraska Department of Health and Human Services State Unit on Aging, an agency of the State of Nebraska, to provide supportive services to persons 60 years of age and older within the Northeast Nebraska planning and service area.

(C) Contractor is presently operating as a provider of supportive services and is capable and desirous of providing such supportive services as are hereinafter enumerated for and on behalf of the Agency.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

2. **AGREEMENT.**

Contractor is hereby retained and appointed by Agency to provide supportive services to designated sites (see page 10 #19 (G)), as a part of the III B program for the elderly within the Northeast Nebraska planning and service area and any other area designated by Agency.

3. **ELIGIBILITY.** All participants that are 60 years of age or older are eligible for III B supportive services with signature and declaration of age. (42 USC 3001).

4. **DEFINITIONS of III B SUPPORTIVE SERVICES:**

(A) **Nutrition Education:**

Program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information (as it relates to nutrition). Information that is consistent with the current Dietary Guidelines for Americans and instructions to participants or caregivers, overseen by a dietician or individual of comparable expertise. Presentation can be one on one or in a group setting. Nutrition Education during congregate meals requires a presentation; Nutrition Education material shall be included to home delivered and To-go meal clients and counted. Only Agency provided material will be accepted for reimbursement.

Must provide one Nutrition Education service per fiscal year.

Unit: Presentation on nutrition topic = 1 Unit

Supporting documentation: Article presented with date.

(B) **Health Activities-Qualified:**

Health programs that help older individuals “age in place” and with a higher quality of life.

Activities may include those defined by OAA (section 102 (14)).

For example:

- routine health screenings,



- medication management,
- FROGS and other exercise groups led by certified trainers

Active licensed Registered Nurse or EMT are acceptable for health screenings.
 LPN may be acceptable if they are employed through a hospital, health clinic, nursing home, etc.

Unit: One activity = 1 Unit

Reimbursement will be paid for the number of participants per activity

Supporting documentation: III B sign in sheet provided by NENAAA.

(C) Health Activities-Non-qualified:

Health programs that help older individuals “age in place” and with a higher quality of life.

Activities may include those defined by OAA (section 102 (14)). For example:

- health education,
- exercise groups following a video, individual exercise, age-related diseases, and chronic disabling condition information,
- counseling regarding social services, and follow-up health services,
- educational services for individuals and their caregivers and or physical fitness, group exercise, music therapy, art therapy, and dance movement therapy (non-certified leader)

Unit: One Activity = 1 Unit

Reimbursement will be paid for the number of participants per activity.

Supporting documentation: III B sign-in sheet provided by NENAAA.

(D) Social Activities:

The provision of activities which foster the social well-being of individuals through social activity interaction and the satisfying use of leisure time. Activities must be organized/planned and advertised/promoted by the senior center.

For example:

- Organized pool tournament
- Planned trip to a local point of interest (not to a casino)
- Planned book club
- Planned knitting circle

Spontaneous activities are not counted.

Unit: One Activity = 1 Unit

Supporting documentation: III B sign-in sheet provided by NENAAA.

(E) Senior Center Hours:

Hours of a multi-purpose senior center that is open to older individuals (center must offer services beyond meals). Counted by the hour Senior Center must be open to the public. Weekends, weather closings, and fundraising events will not count towards senior center hours. Reported senior center hours should mirror the advertised hours of operation, any deviation from that should be documented.

Unit: One hour = 1 Unit

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5. **SUPPORTIVE SERVICES TIMES.** The Contractor plans to be closed and not offer services on the following holidays.

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Day

Services shall be made available between the hours of 7:30 am to 3:30 pm. The Contractor shall provide supportive services 5 days per week. Services are normally to be provided Monday through Friday; however, the Contractor may choose to provide services on Saturday or Sunday.

6. **DISCRIMINATION PROHIBITED.** The contractor shall not discriminate against any applicant to the program, or any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, religion, race, disability, marital status, or sex. This shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training under apprenticeship. The Contractor further agrees to insert a similar provision in all contracts for services allowed under this Contract.

7. **CONTRIBUTION STANDARDS.**

- a. Each eligible participant shall have an opportunity to voluntarily and anonymously contribute toward the cost of the provided supportive service.
- b. Contractor shall establish and implement procedures which will protect the privacy of the client's decision to contribute or not contribute toward the supportive service rendered.
- c. An eligible participant cannot be denied service(s) by the Contractor because of the participant's decision not to contribute for services rendered.
- d. All collected contributions shall be used to expand the service for which the contributions were given and to supplement funds received.
- e. There shall be a locked contribution box, placed away from the sign-in sheet which shall not be monitored for contributions, in order to assure the confidentiality of the donation.
- f. Participant contributions shall be counted by two volunteers or staff (manager excluded) and both individuals shall sign a form attesting to the correct amount. A copy of such signed documentation shall be kept on file.
- g. Bank deposits can be made daily, or bank deposits can be made weekly if funds are kept in a fireproof, locked safe.
- h. Daily sign-in sheets provided by the Agency will identify participants, staff, volunteers, and guests.

8. **REPORTING:**

(A) Financial/III B Supportive Services Reports/logsheets: Accurate financial reports/logsheets, as required, must be filed with the Agency office the 5th day of each month. If Contractor cannot

48

meet the report deadline, communication by the Contractor to the Agency may allow flexibility with deadline reimbursement.

(B) Filing Deadlines. When the 5th day of the month falls on a Saturday, or Sunday, reports are due the Monday after. Any contractor FAILING to meet the reporting deadlines, funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate. September and June reports must be done within the deadlines or risks losing all funds for September and June due to the Federal and State fiscal year ending. Normal reimbursements occur after the Governing Board meeting of the Agency on the third Thursday of each month.

(C) Other Data. Contractor hereby agrees to supply Agency with any and all data and information as may be requested from time to time, and Contractor shall promptly and accurately submit written reports to Agency whenever requested to do so. All information shall be delivered via e-mail. Examples of data and information include but not limited to sign in sheets, supporting documentation of units provided, articles, materials handed out, meal verification forms, etc.

(D) Keeping of Records. Contractor hereby agrees to keep full and accurate sales, financial, procurement and other necessary records relating to all items covered by this Contract. The Contractor shall keep all such records on file as established by Federal, State and/or local entities. The contractor shall permit authorized auditors and officials, upon request of the Agency, to have access to all such records for audit and review. In addition, authorized officials of Agency shall have the right to conduct on-site reviews of, but not limited to, all files pertinent to the annual evaluation, the III B Supportive Services Contract and service providers.

(E) False/Misleading Report. The submission of any false or misleading report by Contractor, shall result, at the option of the Agency, in the immediate cancellation of this Contract. Contractor shall be liable for any and all damage or loss caused by the submission of any false or misleading report.

(F) Misuse of Funds. Personal purchases, such as food items, office items or personal motel charges, made from the contractor's accounts, such as checking/savings account, debit/credit card, or contributions, shall at the option of the Agency, result in the immediate cancellation of this Contract.

Contractor's equipment purchased with federal and/or state funding, cannot be used by staff for personal use during paid and non-paid time.

(G) Gift Cards/Gift Certificates. Gift cards/gift certificates are not allowed as a Title III B expense.

8. ADMINISTRATIVE PROVISIONS.

(A) Rules and Regulations. Contractor shall comply with all of the rules, regulations and policies of the Federal Administration, Nebraska Department of Health and Human Services, Nebraska State Unit on Aging, Northeast Nebraska Area Agency on Aging, and any other federal or state requirements applicable.

(B) Equipment. All equipment purchased and or repaired with funds resulting from this Contract, shall remain the property of the contractor as long as the equipment is used to benefit the supportive service programs and programs authorized under this Contract. THIS EQUIPMENT

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CANNOT BE SOLD OR OTHERWISE DISPOSED OF WITHOUT OBTAINING THE PRIOR WRITTEN PERMISSION OF AGENCY.

(C) Senior Center Computer, Scanner and Internet. The Contractor shall have a working computer, scanner, and Internet at the Senior Center to provide the required information, receive communication from the Agency, and keep the confidential information at the Senior Center.

(D) Reduction of Funds. In the event that all of the program funds received by the Agency from the Nebraska Department of Health and Human Services State Unit on Aging are not allocated to the Agency as planned, Agency has the absolute right to reduce the program funds to Contractor accordingly.

(E) Attendance at Trainings. Contractor's employees and center board members must attend training sessions as requested by Agency. These trainings are mandatory.

(F) III B Units of Service Reimbursement. Agency will only pay for defined III B Supportive Service units provided to qualifying individuals who are 60 years of age or older set forth by Older Americans Act (OAA).

(G) Term. The term of this Contract shall commence from July 1, 2025 through June 30, 2026.

(H) Daily Operation. The person responsible for the daily operation of the III B Supportive Services on behalf of the Contractor is:

Name: Patty Laska

Address: 3111 19th Street, Columbus, NE 68601

Phone No.: (402) 563-4444

Email address: plaska@columbusne.us

(I) Ceiling. Unless otherwise agreed or revised, this Contract shall constitute a ceiling for all participation of Agency in the approved cost.

(J) Identify Source of Funding. The Contractor will identify the source of funding for this Contract, including all material published that mentions the III B program. The following statement is to be used: "Partial funding for this program is provided by the Northeast Nebraska Area Agency on Aging".

(K) Contractor shall have a Conflict of Interest Policy in place to be reviewed and the acknowledgement form signed annually by the Board and staff.

9. **CONTRIBUTIONS.** All III B service contributions shall be reported to the Agency as requested. Contributions are received only from those individuals who are 60 years of age or older, meeting eligibility set forth by OAA. See Page 3 #7 for Contribution Standards. (42 USC 3001).

10. **REIMBURSEMENT TO CONTRACTOR.** The total reimbursement to the Contractor will be based on the Contractor's number of Title III B units of services proposed in their budget

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in each service category multiplied by the Contractor’s reimbursement rate for each service (as shown in the table below). Agency agrees to provide a reimbursement amount not to exceed the total budgeted dollar amount in each category of III-B service (see table below) during the term of this Contract, unless prior written approval is obtained by the Contractor from the Agency. In addition, Contractor may receive contributions. All such contributions for services provided shall remain with Contractor. Should the Contractor’s anticipated program income be less than budgeted, the Agency will not be liable for any shortfall. Should the program income exceed the above figure, all excess will stay with the Contractor. If funding is available, the Agency may reimburse for supportive services that exceed the budgeted number of units.

Title III-B Service	Total Number of Budgeted Units	Reimbursement Rate per Unit	Total Federal/State Funds Allocated
Nutrition Education	12	\$10.00	\$120.00
Health Activities Qualified	5,588	\$4.00	\$22,352.00
Health Activities Non-Qualified	3,766	\$.50	\$1,883.00
Social Activities	1,150	\$10.00	\$11,500.00
Senior Center Hours	1,992	\$1.00	\$1,992.00
Total			\$37,874.00

11. **CONTRACT COMPLIANCE AND ENFORCEMENT.** It is the responsibility of the Agency staff to inform the Agency Executive Director of any Contractor’s failure to comply with the terms of this Contract. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Contract:

(A) Notification of Non-Compliance of III B Supportive Services Contract. After it has been determined by Agency staff that the terms of this Contract are not being met, written notification of non-compliance shall be sent to the Contractor by the Agency. The notification shall set forth the portion of the Contract being violated.

(1). Repeated Non-Compliance. In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of the Agency shall notify the contractor in writing that funding shall be withheld until such time Contractor is in compliance. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(2) Loss of funding. The Executive Director of the Area Agency will notify the Contractor, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of Contract will be presented to the Agency Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Boar

(3) Grievance Procedure. See Page 7 section 12 (A) 1 and 2

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(B) Notification of Non-Compliance of Annual Monitoring Visit. According to the Agency's Monitoring Policy, in the event of more than five recommendations, the Agency shall conduct an UNANNOUNCED follow-up. The unannounced follow-up monitoring will be conducted 30 days after the original monitoring and within 90 days of the original monitoring to allow the Contractor to come into compliance with any recommendations found during the monitoring. If recommendations are corrected no further action will be taken. If a recommendation(s) is deemed a critical finding, the Agency will notify the Contractor verbally and in writing. The Agency will conduct an unannounced monitoring on the critical finding and all recommendations to ensure that the findings have been corrected. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(1) Repeated Non-Compliance. In the event any or all of the recommendations as determined above have not been corrected, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time all recommendations have been corrected and a second UNANNOUNCED monitoring has been done by the Agency. If the recommendations have not been corrected after the second unannounced monitoring, the Executive Director of the Agency shall proceed as set forth herein. The Agency Governing Board will review and discuss the Contractor's repeated non-compliance of the annual monitoring and a decision determined.

(2) Notification of Board Decision. The Executive Director will notify the Contractor, in writing of the Board's decision. This could consist of the Contract being rendered null and void until such time violations are corrected and approved by the Agency Executive Director, Nutrition, Health and Services Coordinator and or Fiscal Officer. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

(3) Grievance Procedure. See section 12 (A); 1 and 2

(C) Non-compliance of Annual Monitoring Visit Response. In the event the Contractor has 5 or less recommendations, the Contractor has 30 days to respond and or show proof of compliance. If Contractor fails to meet this deadline a written reminder will be sent via e-mail. If the Contractor fails to respond in writing or show proof of compliance with 60 days of the monitoring visit, funds will be withheld until the Contractor is in compliance. If the fiscal year ends before compliance is met all funds will be lost.

12. GRIEVANCE PROCEDURE.

(A) In the event that a dispute arises under this Contractor with the supportive service activity within the senior center on the part of Contractor, such dispute shall first be taken to the Nutrition, Health and Services Coordinator or Fiscal Officer of the Agency. If said dispute is not settled to the satisfaction of Contractor, Contractor may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, Contractor shall have the right to:

1. Public Hearing. A public hearing may be requested by the Contractor if they have been notified in writing that they have not complied with the terms and conditions of this Contract and this Contract has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this agreement. In the event the Compliance Board, as set forth herein, determines that the terms of this

Contract were not violated, then those services provided by contractor after termination notice will be paid.

2. **Compliance Board.** The Compliance Board shall consist of the Agency’s Governing Board Executive Committee, two other members of the Agency’s Governing Board, two Advisory Board members, and one senior center manager, who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a senior center or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the Contract and determine if the Contractor is in violation of the terms and conditions of said Contract, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency’s Governing Board, at their next regular meeting, whose decision shall be final.

13. **TERMINATIONS.** Either party may cancel during the term of this Contract for reasons other than a violation hereof; provided, however, that the terminating party shall give the other party 30 days prior written notice of any such termination. A copy of board minutes approving agreement termination shall be submitted with the written termination notice. Said 30 days’ notice provision may be extended, *but not beyond June 30th*, in the event of a grievance procedure on the part of the Contractor.

14. **RETURN OF FUNDS.** Contractor may be required to reimburse Agency for any costs or expense, which may be disallowed as a result of an audit/monitoring by the Agency, federal/state government or agency thereof.

15. **EMERGENCY TERMINATION.** In those instances where the Contract violation threatens the health, welfare and safety of participants and/or staff of the Contractor, an emergency may be declared. After an emergency hearing and determination by the Agency Governing Board Executive Committee, this Contract may be declared null and void and all payments to Contractor terminated.

16. **INDEMNITY AND INSURANCE.**

(A). Hold Harmless Agreement. Contractor agrees to indemnify and hold Agency harmless from and against all claims, damages, loss and causes of action, of whatever nature, arising from any act, omission or negligence of contractor or contractor’s agents or employees, to any person or to the property of any person, or arising from any accident, injury or damage whatsoever caused to any person or the property of any person occurring during the term of this agreement. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney’s fees.

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(B) Insurance Required. Contractor hereby agrees during the term hereof to maintain adequate general aggregate insurance, bonding and other insurance, which shall include fire and extended coverage insurance on all buildings, equipment and/or contents purchased in whole or in part by funds received from Agency, with reputable insurance companies approved by Agency as hereafter set forth and, upon request, to furnish agency with certificates of insurance properly executed by the insurance company evidencing such fact, giving 30 days prior written notice to Agency in the event of cancellation or material alteration of such coverage. The insurance coverage to be maintained by contractor shall include minimum insurance coverage of:

- a) General Aggregate insurance coverage of one million dollars
- b) Product liability coverage of one million dollars (for those centers that do meals at their facility)
- c) Per occurrence of one million dollars
- d) Bonding insurance coverage for a dollar amount approximate to the dollar amount on deposit in Contractor's bank accounts.

The Northeast Nebraska Area Agency on Aging shall be named as additional insured on all such insurance policies.

17. **FAILURE TO PROVIDE SUPPORTIVE SERVICES.** In the event that the Contractor fails to provide III B supportive services to eligible participants, as agreed upon herein, the Agency may procure III B supportive services elsewhere, and charge or deduct from any amount payable to the Contractor the cost of such replacement services, plus any expenses incurred by the Agency in procuring such services.

18. **ASSIGNMENT OF AGREEMENT.** Contractor shall not assign this agreement, or any part thereof, nor subcontract any of Contractor's duties or responsibilities hereunder, without obtaining the prior written consent of the Agency.

19. **MISCELLANEOUS PROVISIONS.**

(A) This Contract shall be governed by and construed under the laws of the State of Nebraska.

(B) This Contract shall insure to and be binding upon the parties hereto, their successors, assigns and transferees.

(C) The parties hereto agree that with respect to the performance of all terms, conditions and covenants of this Contract, time is of the essence.

(D) This Contract contains all agreements of the parties with respect to any matter mentioned herein. No prior Contract or understanding pertaining to any such matter shall be effective.

(E) This Contract may only be modified in writing and signed by the parties in interest at the time of such modification.

(F) All provisions of this Contract are subject to the Americans with Disabilities Act (20CFR 1601, 38 CFR 35).

(G) Designated III B supportive services alternate sites as indicated in paragraph "#2 Agreement" shall be:

NONE

IN WITNESS WHEREOF, this Contract has been executed by duly authorized officers this _____ day of _____, 2025.

NORTHEAST NEBRASKA AREA AGENCY ON AGING (Agency)

By *Debra Hunt*
Chairman, Governing Board

ATTEST:

By *Connie Cooper*
Connie Cooper
Executive Director, NENAAA

City of Columbus
(Contractor)

By _____
Board Chairman/designated person

ATTEST:

By *Patty Askin*
Manager/Coordinator

III C NUTRITION CONTRACT FOR SENIOR CENTERS

This Contract is made and entered into this 1st day of July, 2025, by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called "Agency", and City of Columbus hereinafter called "Contractor".

1. **RECITALS.**

(A) Agency is a single purpose unit of government of the State of Nebraska authorized to provide services for persons 60 years of age or older within the Northeast Nebraska planning and service area.

(B) Agency has received a sub-award from the Nebraska Department of Health and Human Services State Unit on Aging, an agency of the State of Nebraska, to provide a nutrition service program to persons 60 years of age and older within the Northeast Nebraska planning and service area.

(C) Contractor is presently operating as a provider of food services and is capable and desirous of providing such food services as are hereinafter enumerated for and on behalf of the Agency.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

2. **AGREEMENT.**

Contractor is hereby retained and appointed by Agency to purchase, prepare and serve to designated serving sites (see page 16 #31 G), meals as a part of the nutrition program for the elderly within the Northeast Nebraska planning and service area and any other area designated by Agency.

3. **ELIGIBLE:** who may participate in the Older Americans Act (OAA) nutrition program. (42 USC 3001)

(A) Congregate meals:

1. Individual must be 60 years old or older
2. Under age 60 spouse accompanying spouse 60 years old or older.
3. Volunteer serving the meal
4. Individual with a disability, living with a parent 60 years old or older and accompanying the parent
5. If the meal is served at senior housing, individual with a disability living in senior housing

(B) Home Delivered meals:

1. Individual must be 60 years old or older and unable to attend a congregate meal
2. Spouse of eligible individual #B1 above
3. Dependent individual with a disability that lives with an eligible person; 60 years of age or older that is unable to attend a congregate meal

(C) To-Go Meals: (curbside, pick-up, drive-thru)

1. Individual must be 60 years old or older
2. Spouse accompanying spouse 60 years old or older
3. Dependent with a disability lives with eligible individual
3. Individual has a disability and living in senior housing



(D) Volunteer Meal:

1. An individual under age 60, who provides volunteer services during meal hours, only on the day they volunteer their services (preparation of meal, set up of all tables, serving the meal, kitchen or dining room cleanup, meal delivery etc.) are eligible to receive the congregate, home-delivered or to-go meal at the suggested contribution rate.

4. **INELIGIBLE:** meals will not be funded by the OAA nutrition program, and the full cost of the meal shall be paid unless paid by another funding source. (42 USC 3001)

(A) Congregate meals:

1. Any person under age 60.
2. Under age 60 spouse of a non-participating 60+ spouse.
3. Meals purchased by a business/entity, senior center, or another person, other than the meal participant, must pay the full cost of the meal and the meal is not an eligible meal (no one can “buy” a suggested contribution).

(B) Caregiver meals (home delivered meals):

1. If the caregiver is under 60, other than a spouse, the meal for the caregiver is for the full price of the meal.
2. An over 60 caregiver, other than the spouse, is not eligible for a home delivered meal and must pay the full cost of the meal.
3. Meals purchased by a business/entity, senior center, or another person, other than the meal participant, must pay the full cost of the meal and the meal is not an eligible meal (no one can “buy” a suggested contribution).

(C) Home-Delivered meals:

1. Any person under age 60 unless a spouse of eligible participant.
2. Any person that does not meet the criteria for home-delivered meals per home-delivered meal assessment.

(D) To-Go meals:

1. Any person under age 60 that does not meet the to-go meal eligibility.

5. **CONTRIBUTION STANDARDS:**

- A. Each eligible participant shall have an opportunity to voluntarily and anonymously contribute toward the cost of the provided meal service.
- B. An individual under 60 years of age (ineligible) can assist or physically give the suggested contribution for an eligible individual only if both individuals are present at the congregate meal site when the contribution is made.
- C. Contractor shall establish and implement procedures which will protect the privacy of the participant’s decision to contribute or not contribute toward the meal service rendered.
- D. An eligible participant cannot be denied service(s) by the Contractor because of the participant’s decision not to contribute for services rendered.
- E. All collected contributions shall be used to expand the service for which the contributions were given and to supplement funds received.

- F. There shall be a locked contribution box, placed away from the sign-in sheet, which shall not be monitored for contributions, in order to assure the confidentiality of the contribution.
- G. Separate locked contribution boxes will be available for designated meals, such as congregate meal contributions and to-go meal contributions.
- H. Participant contributions shall be counted by two volunteers, or staff (manager excluded), and both individuals shall sign a form attesting to the correct amount. A copy of such documentation shall be kept on file.
- I. Bank deposits can be made daily, or bank deposits can be made weekly if funds are kept in a fireproof, locked safe.
- J. Daily sign-in sheets or meal verification forms, provided by Agency, will identify participants, guests, volunteers and staff.
- K. Non-eligible meal cost fees must be paid directly to Center staff or volunteers.

6. **MENUS AND MEAL PLANNING.**

- (A) **Menu Planning.** Each meal served by Contractor must contain at least one-third of the current Dietary Reference Intakes and Dietary Guidelines.

Menu planning will be designed to include a variety of foods, color texture and contrast; avoiding excess fat, saturated fats, and cholesterol; including foods with complex carbohydrates and fiber; avoiding excess refined carbohydrates (sugar); avoiding excessive sodium.

When planning the menu, keep in mind holidays, birthdays, lent, special events, evening meals, etc. to reduce the number of substitutions.

(B) **Menu Approval.** Contractors must submit menus to the Agency and the assigned Registered Dietician in a calendar format for approval on a quarterly basis. ***The 3-month cycle of menus must consist of a minimum of one 20-day menu or a maximum of one 23-day menu to be repeated during the 3-month cycle.*** Menus, in a calendar format listing portions of each food item, must be submitted to the Agency and the assigned Registered Dietician *on or before the 1st day of* June, September, December and March (one month prior to the start of the 3-month cycle). When the 1st day of the month falls on a Saturday, menus are due the Friday before. When the 1st day of the month falls on a Sunday, menus are due the following Monday. If Contractor submits the menus and or the revised menus so late that it does not allow for adequate time for menu review and approval, any meals that have not had menu approval will not be reimbursed. ***All menus must be approved by the Registered Dietician prior to the meal being served to receive reimbursement.***

June 1st for July, August & September
 September 1st for October, November & December
 December 1st for January, February & March
 March 1st for April, May & June

- 1. The Registered Dietician approved menu must be the same menu listed in the newsletter and/or local newspaper.

2. Contractors will receive one written warning per fiscal year if Contractor does not serve the approved menu. After the written warning, all meals served without the Registered Dietician approved menu will not be reimbursed.

(C) Food Substitution. Each meal will be served as originally approved by the Registered Dietician. Food substitutions if any, must be of equal or higher nutritional value and may not reduce the nutritional content of the meal as approved; main entrée must be a similar food group, i.e. beef for beef, pork for pork, etc.

- Meal substitutions for the entire meal must be submitted to the Registered Dietician and the Agency prior to meal served.
- Protein substitutions must be submitted to the Agency prior to the meal served.
- The Agency will forward substitutions to Registered Dietician as needed/required.
- Other menu deviations will be written on a substitution form provided by the Agency and kept by Contractor for a period of three years.
- Review of the food substitutions form will be done by Agency during monitoring and throughout the fiscal year.
- Please see Substitution Guidance
- Excessive substitutions may result in the Contractor being charged for the Registered Dietician fee.

(D) Meal Pattern. The meal pattern shall satisfy the requirements of the provision of one-third of the current Dietary Reference Intakes. The following factors must be considered when menus are planned:

1. All foods must be specifically and precisely identified so that the nutritional content can be properly evaluated. For example, listing “fruit, juice or cookie” does not provide enough information to accurately determine the nutritional content of the menu.
2. Food items within the meat and meat alternatives, vegetable, and fruit groups shall be varied within the week and menu cycle. There should be minimal duplicates during any one-week period with the exception of bread, milk, and potatoes.
3. Food items identified as “fluff” salad or desserts will increase nutrient content but cannot count as a fruit or vegetable portion. “Frog-eyed” salad and nutrient dense desserts, such as pumpkin, fruit cocktail or applesauce bars or cakes, will count as a bread item but cannot be counted as a portion of fruit/vegetable.
4. Food items such as potato chips, tortilla chips, etc. can be a part of the meal, however cannot be counted as a portion of vegetable.
5. Highly processed proteins such as hot dogs, little smokies, etc. cannot be counted as a portion of protein.
6. Dried fruits cannot be counted towards the 1 ½ cups fruits and vegetables.
7. Menus are required to meet the daily nutrient requirements of 1/3 the Dietary Reference Intakes for the following nutrients:

- Protein – 22 grams per meal
- Fiber -10 grams per meal
- Vitamin A – 300 ug per meal
- Vitamin C – 30 mg per meal
- Folate – 133 mg per meal
- Calcium – 400 mg per meal
- Iron – 3 grams per meal
- Potassium – 1,566 per meal
- Sodium –1000 mg or less per meal

(a) Protein requirement will meet 1/3 of the Dietary Reference Intakes. Daily protein will be calculated from all food sources, meat, meat alternatives, beans, and dairy products.

(b) Fiber requirement will meet 1/3 of the Dietary Reference Intakes. Daily fiber requirements will be met by offering fresh fruits and vegetables, incorporating peelings, whole grain products such as brown rice, whole grain pasta, mixture of white/whole grain and or rice, whole or cracked wheat bread, and dried bean items. Serving of white bread should be kept to a minimum. See attachment A.

(c) Vitamin A and C requirement will meet 1/3 of the Dietary Reference Intakes. Vitamin A and C foods will be served daily – fresh or frozen items are preferred. Maintaining these nutrients will be best served with minimal cooking, via a steamer, or oven baked. If cooking in water, retain the water for sauces, gravies or part of the liquid when mashing potatoes. Vitamin A rich foods offered three (3) times per week, vitamin C offered daily from a fair source and three (3) times a week from a good source will assure nutrient content is met. Foods rich in vitamin A and C – see attachment A.

(d) Folate requirement will meet 1/3 of the Dietary Reference Intakes. Folate is a nutrient found in fortified breads, cereals, pastas, enriched rice, bean items, some vegetables, and home-made cereal/flour-based desserts (pies, cookies, crisps, rice crispy bars, etc). See attachment A.

(e) Calcium requirement will meet 1/3 of the Dietary Reference Intakes. Calcium is found in all dairy products, canned fish items with bones, green leafy vegetables, spinach, broccoli, fortified orange juice, tofu, and enriched soy milk. See attachment A.

(f) Iron requirement will meet 1/3 of the Dietary Reference Intakes. Iron is found in all meat items, beans, dried peas, canned spinach, sweet potatoes, mixed vegetables with lima beans, peaches, prune and tomato juice, walnuts, molasses, and enriched pasta and bread. See attachment A.

(g) Potassium requirement will meet 1/3 of the Dietary Reference Intakes. Potassium is found in fresh fruits and vegetables. Potassium is found in the peelings of foods, therefore, every effort should be made to serve foods incorporating the peeling (baked potato, potato wedges with skin, mashed, hashed, or French fried potatoes with peelings). Refrain from using boxed, instant or frozen potatoes. See attachment A.

(h) Sodium requirement can be reduced by using fresh and frozen vegetables. Limit canned foods, convenience entrees, mixes, sauces, and baked items that offer few nutrients other than fat and sugar. Cooking with salt should be minimal. See Attachment A.

Nutrient content must be met for each menu but the following minimums must be served:

- Main entrée shall be no less than 3 ounces of edible protein.
- 1 ½ cups of fruit and or vegetables.
- Two 1 oz servings of bread items –this can be met in the following ways:
 - 2 oz of high fiber bread
 - ½ cup of bread alternatives (pasta, oatmeal and or rice) along with 1 oz of bread
 - fiber dense desserts along with 1 oz bread
 - sandwich item that contains 2 slices of bread or 1 bun
- 8 oz of milk.
- 1 tsp margarine

Accompaniments will need to be added to the menu for appeal and participant satisfaction, e.g., coffee, tea, water, condiments, additional margarine, ketchup, mustard, sour cream, mayonnaise, tartar sauce, salad dressing, etc.

7. **PERFORMANCE ACCOUNTABILITY.** Emphasis on accountability and performance measures to demonstrate service and or program efficiency, effectiveness, and quality. Contractors that repeatedly are in non-compliance of performance accountability (gross costs, minutes per meal, quality of product, etc.) may jeopardize their opportunity to receive reimbursement increases and or additional funding.
8. **PORTION CONTROL.** Prevents not having enough food at serving time, eliminates waste and ensures the recommended quantity to each participant. Any Agency staff member may check portions when they are at the senior center on any given day. If the appropriate portion does not meet all recommendations each contractor will receive one written warning per fiscal year. After the written warning, if portions are not met, funding will not be provided for all meals served on that particular day.
9. **FOOD QUALITY.** In the context of food production, quality refers to a product's taste, texture, appearance, color, variety, nutritional value, and overall level of excellence. To achieve an excellent finished product each time the following should be adhered to:
 - Do not overcook foods. Prepare and cook foods to enhance flavor and to maintain color and texture.
 - Prepare different types of food for each meal (Example: chicken, ham, roast beef, etc.).
 - Use different methods of food preparation (Example: baking, boiling, steaming, etc.)
 - Use a variety of textures (Example: mashed potatoes and carrot sticks).
 - Two colorful food items will be used in each meal (Example: green beans and peaches).
 - Garnishes can and should be used to add color and to "dress up" the food item (Example: whip topping on apple crisp; nutmeg on custards, etc.).
 - Serve fruits, custards, puddings, etc. chilled.
 - Use herbs and spices to enhance flavors. (Example: nutmeg, garlic or onion powder, parsley flakes, etc.)
 - Use only good quality foods.
 - Serve hot foods at 135 degrees F or above and cold foods at 41 degrees F or below.

The minimum standard of food to be used by the Contractor will include:

- Canned fruit and vegetables - USDA Grade A. No home canned items.
- Fresh fruit and vegetables - No. 1 quality.
- Poultry - USDA Grade A or better.
- Beef - USDA Choice or better. Ground beef should be no more than 20% fat content.
- Pork - USDA No 1. or better.
- Eggs and Dairy Products - USDA Grade A or better. Eggs can be purchased from licensed farm (license # must be on file at the center).
- Salt - iodized.
- Items from a Food Pantry must not have dented cans, must have labels, and must not be outdated.

(F) Serving Times. The Contractor plans to be closed and not serve on the following holidays:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

Meals shall be made available between the hours of 12:00 pm and 12:30 pm. Contractor is encouraged to serve breakfast, brunch, or evening meal. Permit all participants to eat a leisurely meal.

The Contractor shall serve meals a minimum of five days per week unless approved by Agency. Meals are normally to be served Monday through Friday, however, the Contractor may choose to serve meals on Saturday or Sunday as one of the five days required.

(G) Weather Closing Policy – All Contractors must establish a weather closing policy, keeping in mind the home delivered meal participants if it is to be more than one day. Policy shall state the protocol for closing and a procedure for providing home delivered meals if Contractor is closed for more than one day. School closing is not a legitimate reason for Contractor to close.

(H) Emergency Meal Policy. If meals cannot be provided, other than due to bad weather, the Agency must be notified immediately, and Contractor follow plan of action set forth in Contractor's written emergency meal policy. In the event contractor does not provide meal service during this time, please see page 16, #29, Failure to Provide Meals. At a minimum, the written emergency meal contract must list the name and contact information of the emergency meal provider, the meal requirements, transportation of meals, cost, date of contract and reviewed annually by all parties. A copy of the Emergency Meal Policy is to be submitted to the Agency no later than August 31st.

(I) Catered Meal Contract. All Contractors, whose meals are catered from a restaurant, hospital, nursing care facility or senior center must have a Contract, provided by the Agency, with the catered facility. A copy of the signed contract must submitted to the Agency prior to the Contractor receiving funds.

(J) Home-Delivered Meals.

1. Contractors which provide home delivered meals must protect the health and safety of the participants, ensuring that the hot food is 135 degrees F or hotter, and the cold food is 41 degrees F or colder when delivered to the participants. To assure quality temperature, all food must be placed in tested temperature control containers, and then placed in an insulated container for delivery. No sacks or boxes can be used to deliver the meal. If a route takes longer than 45 minutes, the route needs to be shortened with only a few meals sent out at a time or divided into multiple routes.
2. On a quarterly basis, an extra meal must be sent, alternating routes, so temperature checks can be taken of each food before and at the end of the home delivered route. Records of these temperature checks must be recorded and kept on file on the temp form. Temperatures must stay out of the temperature danger zone of 41 degrees to 135 degrees (see page 9, Sanitation and Safety, # E).
3. Participants can receive a home delivered meal on a permanent basis based on eligibility, please refer to Page 1, #3B. A home-delivered meal assessment must be done by Contractor staff to determine eligibility for home delivered meals before meal service starts. The participant receiving a home delivered meal must have his/her status reviewed annually and shall receive such meal as set forth in the policy adopted by the Agency. Any person receiving a home delivered meal shall have a written assessment completed by August 31st and kept on file at the office of the Contractor.
4. A temporary home-delivered meal may be provided for *14 consecutive days or less* without an assessment being completed by the Contractor. A temporary home-delivered meal tracking form, provided by the Area Agency, must be completed by Contractor and

kept on file. If meals go beyond the 14 days, Contractor must get a demographic and home delivered meal assessment form filled out by the participant. *Please refer to the Agency's Home Delivered Meal Policy.*

5. Meals will be delivered to the meal participant's home. When a client is not home to receive their meal, the delivery personnel will not leave the meal at the residence. The program has a responsibility to deliver the meal in a safe manner, leaving the food unattended for an undetermined amount of time is not safe.
6. Please refer to the Northeast Nebraska Area Agency on Aging Policy for Home Delivered Meals.

11. **CONGREGATE MEAL SITES SHALL:**

- A) include procedures for collecting feedback from participants about services received.
- B) ensure the service of a meal to a participant who has failed to make a reservation, when food is available. Eligible participants shall be assured of a meal before ineligible participants/paid staff.
- C) have paid staff/volunteer physically on-site during mealtimes.

12. **SANITATION AND SAFETY.** Compliance with federal, state, and local fire, health sanitation, safety and building codes, regulations, licensure requirements, and other provisions relating to the public health, safety, and welfare applicable to each nutrition site used in the nutrition program is required in all stages of food service operations.

A). Specifically, regarding food and food service, the Contractor must comply with the Nebraska Department of Water, Energy, and Environment and other applicable provision of State and local laws regarding safe and sanitary handling of food, storage, preparation, service, equipment, and utensils, and on surfaces which prior to use, have been cleaned, rinsed, and sanitized to prevent cross contamination. **Contractor must send the Agency a copy of their Food Establishment Evaluation within 30 days of said inspection and their written plan of action.** Any critical Food Establishment Evaluation findings will be followed up by the Agency's Nutrition Department.

B). Meal site must maintain prep/cooking, storage, dining and restroom areas to be clean and free from pests and debris. Professional exterminators must be utilized on a regular basis.

C). Foods used in the home-delivered nutrition program must be selected, stored, prepared, packaged, and delivered in a manner to assure maximum nutrient content of food value and to improve or increase digestibility of the food.

D). Foods must be properly stored with foods off the floor. A thermometer in the store room to ensure proper temperature of 50–70-degree F. Maintain refrigerator temperature of 36 degrees F to 40 degrees F. Freezer temperature must be 0 degrees or below.

E). Hot foods must be served at 135 degrees F or above and cold foods served 41 degrees F or below. Foods can only be allowed to remain between 41 degrees and 135 degrees for one hour or less, including preparation, serving and holding.

F). On a daily basis, temperature checks must be taken with a food thermometer before serving. Records of these temperature checks must be on file on Agency form.

G). The transport equipment, packaging materials, and procedures used by the Contractor to deliver meals to the home for immediate consumption must be able to maintain hot food temperatures at or above 135 degrees F and cold temperatures at or below 41 degrees F. In order to prevent food from dropping into the danger zone during transport, hot foods need to go out at 180 degrees or higher and cold foods at 36 degrees or lower.

H). Leftovers are not encouraged and should be held to a minimum. For catered operations, all leftover food must be disposed of at the nutrition site. For on-site preparation facilities, leftover food must be removed from the steam table immediately following serving and be properly refrigerated or placed in the freezer. If refrigerated, leftovers must be used within 3 days. All leftovers must be reheated to 165 degrees F and used only as an extra helping or choice. All foods prepared the day before must be cooked to its proper temperature stage prior to refrigerating. These foods will be considered leftovers and must be reheated to 165 degrees F.

I). To protect nutrition service participants from food borne illness, congregate meal participants are prohibited from taking any potentially hazardous food items home. A potentially hazardous food is any food that consists in whole or in a part of milk or milk products, eggs, meat, poultry, fish, or other ingredients, including synthetic ingredients in a form capable of supporting rapid and progressive growth of infectious or toxigenic microorganisms. Foods which may be removed from the center include cake, cookies, bread, and fresh fruit, such as apple, orange, pear, or banana etc.

J). Bibbed aprons must be worn by all food preparation staff and volunteers.

K). Hands must be properly washed prior to disposable glove use. Glove usage should be in meal prep, serving line and set up of home delivered meals.

L). Sanitizing solution must be used on all food preparation surfaces prior, during and after food preparation. Sanitizing solution must be changed a minimum of every 4 hours or when solution becomes dirty. Frequent testing must be done on the solution with test strips appropriate for the sanitizing agent used.

M). Effective procedures for dish washing and sanitizing in a three-compartment sink must be posted and followed. Written procedures for cleaning equipment and the work area must be on file and followed consistently.

N). All hair shall be covered by hairnets/caps with no hair showing while working in kitchen. Front, sides, top, and neckline hair that is collar length or longer must be covered by hair restraints during serving.

14. MEAL SITES SHALL POST SIGNAGE SHOWING:

- a) Where exits are located
- b) Evacuation plan map with written explanation of evacuation
- c) Dining menus
- d) Cost sharing information for full price/suggested contribution
- e) Signage stating clients cannot take home potentially hazardous foods
- f) Emergency numbers

15. REPORTING FOODBORNE ILLNESS: If food poisoning is suspected as a cause of illness from a meal provided by a Contractor of the Agency, the procedure below must be followed:

- 1. Contact the Northeast Nebraska Area Agency on Aging Nutrition, Health and Services Coordinator, Fiscal Officer or the Executive Director immediately by calling

- 1-800-672-8368. The Agency will contact the Nebraska Department of Health and the State Unit on Aging.
2. Have the individual who has become ill contact a doctor immediately for diagnosis. Ask the individual to have the doctor contact the contractor if there is a possibility of food poisoning.
 3. Contact each person who ate at the nutrition site that day (congregate and home delivered) and check for illness. This contact may be made by phone or in person. If individuals are ill, Contractor must follow step #2.
 4. Keep the Nutrition, Health and Services Coordinator, Fiscal Officer or Executive Director notified.

16. **NUTRITION SERVICES INCENTIVE PROGRAM (NSIP)**. The NSIP per meal rate of reimbursement is determined by the USDA and may fluctuate throughout the year. NSIP monies are passed through to the Contractor monthly with no funds being retained by the Agency for this service. NSIP funds are only available for the purchase of food. NSIP funds shall not be used to meet cost sharing or as matching funds for any other federal program. NSIP funds shall never be used to cover meal transportation costs, staff salaries, location costs, etc.

NSIP funds may only be used to purchase domestic produced foods which are products of the United States.

17. **PRODUCTION STAFFING GUIDELINES**. The Agency recommends that the maximum staffing guidelines to be used by each Contractor with on-site meals cannot exceed: **12 MAXIMUM KITCHEN LABOR MINUTES PER MEAL**. Kitchen labor minutes per meal includes all paid kitchen staff from the beginning of preparation of the meal through cleanup of dishes, kitchen, and kitchen equipment. Kitchen labor minutes per meal does not include personnel leave time.

18. **DISCRIMINATION PROHIBITED**. The Contractor shall not discriminate against any applicant to the program, or any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, religion, race, disability, marital status, pregnancy, military status, sex, or any other prohibited basis of discrimination under applicable local, state and federal law. This shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training under apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

19. **REPORTING**.

(A) **Financial/III C Nutrition Reports/logsheets**: Accurate financial reports/logsheets, as required, must be filed with the Agency office ***the 5th day of each month***. If Contractor cannot meet the report/logsheets deadline, communication by the Contractor to the Agency may allow flexibility with deadline and reimbursement.

(B) **Filing Deadlines**. When the 5th day of the month falls on a Saturday or Sunday, reports are due the Monday after. Any contractor FAILING to meet the reporting deadlines, funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate. September and June reports must be done within the deadlines or risk losing all funds for September and June due to the Federal and State fiscal year ending. Normal reimbursements occur after the Governing Board meeting of the Agency on the third Thursday of each month.

(C) **Demographic forms** must be filled out on all congregate and home-delivered meal participants after they have received three meals. Scan and email the original demographic form

to the Agency when completed. The demographic form must be entirely completed prior to emailing the Agency.

(D) Other Data. Contractor hereby agrees to supply Agency with any and all data and information as may be requested from time to time, and Contractor shall promptly and accurately submit written reports to Agency whenever requested to do so. All information shall be delivered via e-mail. Examples of data and information include but not limited to sign in sheets, supporting documentation of units provided, articles, materials handed out, meal verification forms, etc.

(E) Keeping of Records. Contractor hereby agrees to keep full and accurate sales, financial, procurement and other necessary records relating to all items covered by this Contract. Contractor shall keep all such records on file as established by Federal, State and/or local entities. Contractor shall permit authorized auditors and officials, upon request of Agency, to have access to all such records for audit and review. In addition, authorized officials of Agency shall have the right to conduct on-site reviews of, but not limited to, all files pertinent to the annual fiscal and nutrition evaluations, the Nutrition Contract, the food service, and vendors.

(F) False/Misleading Report. The submission of any false or misleading report by Contractor shall result, at the option of the Agency, in the immediate cancellation of this Contract. Contractor shall be liable for any and all damages or loss caused by the submission of any false or misleading report.

(G) Misuse of Funds/Equipment. Personal purchases, such as food items, office items or personal motel charges, made from the Contractor's accounts, such as checking/savings account, debit/credit card, or contributions, shall result at the option of the Agency, in the immediate cancellation of this Contract.

Contractor's equipment, purchased with federal/state funding, cannot be used by staff for personal use during paid and non-paid time.

(H) Gift Cards/Gift Certificates. Gift cards/gift certificates are not allowed as a Title III C expense.

20. **ADMINISTRATIVE PROVISIONS.**

(A). Rules and Regulations. Contractor shall comply with all rules, regulations and policies of the Federal Administration, Nebraska Department of Health and Human Services, Nebraska State Unit on Aging, Northeast Nebraska Area Agency on Aging, and any other federal or state requirements applicable.

(B). Equipment. All equipment purchased and or repaired with funds resulting from this Contract, shall remain the property of the Contractor as long as the equipment is used to benefit the local senior citizens' program and programs authorized under this Contract. **THIS EQUIPMENT CANNOT BE SOLD OR OTHERWISE DISPOSED OF WITHOUT OBTAINING THE PRIOR WRITTEN PERMISSION OF THE AGENCY. All Contractor equipment, purchased with federal/state funding, cannot be used by staff for personal use during paid and non-paid time.**

(C). Senior Center Computer, Scanner, and Internet. The Contractor shall have a working computer, scanner, and internet at the senior center to provide the required information, receive communication from the Agency, and keep the confidential information at the senior center.

(D). Reduction of Funds. In the event that all of the program funds received by the Agency from the Nebraska Department of Health and Human Services, Nebraska State Unit on Aging and/or NSIP are not allocated to the Agency as planned, Agency has the absolute right to reduce the program funds to Contractor accordingly.

(E). Attendance at Trainings. All center managers, center board members, employees, and cooks must attend training sessions as requested by Agency. The trainings are mandatory.

(F). ServSafe. The Contractor's head cook or person who supervises the kitchen shall be ServSafe certified. These certificates shall be posted in the center and kept current.

(G). Meal Reimbursement. Agency will only pay for meals meeting standards and requirements set forth in this III C Nutrition Contract, served to eligible individuals.

(H). Term. The term of this Contract shall commence from July 1, 2025 through June 30, 2026.

(I). Daily Operation. Person responsible for the daily operation of the nutrition site on behalf of the Contract is:

Name: Patty Laska

Address: 3111 19th Street Columbus, NE 68601

Phone: (402) - 563-4444

Email address: plaska@columbusne.us

(J). Ceiling. Unless otherwise agreed or revised, this Contract shall constitute a ceiling for all participation of Agency in the approved cost.

(K). Identify Source of Funding. The Contractor will identify the source of funding for this Contract, including all material published that mentions the meal program. The following statement is to be used: "Partial funding for this program is provided by the Northeast Nebraska Area Agency on Aging".

(L). Contractor shall have a Conflict of Interest Policy in place to be reviewed and the acknowledgement form signed annually by the Board and staff.

21. MEAL CONTRIBUTIONS. All meal contributions shall be reported to the Agency as requested. Meal contributions are received only from those individuals who are 60 years of age or older, the spouse of an eligible participating individual 60 years or older, and all other individuals meeting eligibility set forth by OAA and NSIP. All other ineligible individuals must pay full cost for the meal unless paid by another funding source. See page 2 #5 for Contribution Standards. (42 USC 3001)

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22. **REIMBURSEMENT TO CONTRACTOR.** The reimbursement rate will be based on the contractor's federal/state dollar allotment and the number of Title IIIC meals proposed in their budget, but not to exceed **\$2.70** per Title IIIC congregate meal or **\$3.20** per Title IIIC home-delivered meal. In addition, Contractor will receive NSIP reimbursement and daily contributions. All such daily contributions and NSIP reimbursement for meals served shall remain with Contractor.

Agency agrees to provide a base amount of **\$2.70** per meal for **13,515** congregate meals, not to exceed **\$36,491.00** and **\$3.20** per meal for **11,973** home-delivered meals, not to exceed **\$38,315.00** during the term of this Contract, unless prior written approval is obtained by the Contractor from the Agency. In addition, Contractor shall receive NSIP reimbursement for each meal served to a qualifying individual. Total anticipated funds received by Contractor for each meal is NSIP + **\$2.70** from state and/or federal funding and contributions from the meal for congregate meals and for NSIP + **\$3.20** from state and/or federal funding and contributions for home-delivered meals. Should the Contractor's anticipated program income be less than budgeted, the Agency will not be liable for any shortfall. Should the program income exceed the above figure, all excess will stay with the Contractor. If funding is available, Agency may reimburse for meals that exceed the budgeted number of meals.

23. **CONTRACT COMPLIANCE AND ENFORCEMENT.** It is the responsibility of the Agency staff to inform the Agency Executive Director of any Contractor's failure to comply with the terms of this Contract. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Contract:

(A) **Notification of Non-Compliance of Nutrition Contract.** After it has been determined by Agency staff that the terms of this Contract are repeatedly not being met, written notification of non-compliance shall be sent to the Contractor by the Agency. The notification shall set forth the portion of the Contract being violated.

(1) **Repeated Non-Compliance.** In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time Contractor is in compliance. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(2) **Loss of funding.** The Executive Director of the Agency will notify the Contractor, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of Contract will be presented to the Agency Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

(3) **Grievance Procedure.** See page 14, section 24.

(B) **Notification of Non-Compliance of Annual Monitoring Visit.** According to the Agency's Monitoring Policy, in the event of more than five recommendations, the Agency shall conduct an **unannounced** follow-up. The unannounced follow-up monitoring will be conducted 30 days after the original monitoring and within 90 days of the original monitoring to allow the Contractor to come into compliance with any recommendations found during the monitoring. If recommendations are corrected no further action will be taken. If a recommendation(s) is deemed a critical finding, the Agency will notify the Contractor verbally and in writing. The Agency will conduct an unannounced monitoring on the critical finding and all recommendations to ensure that the findings have been corrected. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(1) Repeated Non-Compliance. In the event any or all of the recommendations as determined above have not been corrected, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time all recommendations have been corrected and a second unannounced monitoring has been done by the Agency. If the recommendations have not been corrected after the second unannounced monitoring, the Executive Director of the Agency shall proceed as set forth herein. The Agency Governing Board will review and discuss the Contractor's repeated non-compliance of the annual monitoring and a decision determined.

(2) Notification of Board Decision. The Executive Director will notify Contractor in writing of the Board's decision. This could consist of the Contract being rendered null and void until such time violations are corrected and approved by the Agency Executive Director, Nutrition, Health and Services Coordinator and or Fiscal Officer. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

(3) Grievance Procedure. See page 14, section 24.

(C) Non-compliance of Annual Monitoring Visit Response. In the event the Contractor has five or less recommendations, the Contractor has 30 days to respond and or show proof of compliance. If Contractor fails to meet this deadline a written reminder will be sent via e-mail. If the Contractor fails to respond in writing or show proof of compliance within 60 days of the monitoring visit, funds will be withheld until the Contractor is in compliance. If the fiscal year ends before compliance is met all funds will be lost.

24. GRIEVANCE PROCEDURE.

(A) In the event that a dispute arises under this Contract or with the nutrition activity within the senior center on the part of Contractor, such dispute shall first be taken to the Nutrition and Services Coordinator and or Fiscal Officer of the Agency. If said dispute is not settled to the satisfaction of Contractor, Contractor may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, Contractor shall have the right to:

1. Public Hearing. A public hearing may be requested by the Contractor if they have been notified in writing that they have not complied with the terms and conditions of this Contract and this Contract has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this Contract. In the event the Compliance Board, as set forth herein, determines that the terms of this Contract were not violated, then those services provided by Contractor after termination notice will be paid.
2. Compliance Board. The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one senior center manager, who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a center or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the Contract and determine if the Contractor is in

violation of the terms and conditions of said Contract, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

25. **TERMINATIONS.** Either party may cancel this Contract during the term of this Contract, for reasons other than a violation hereof; provided, however, that the terminating party shall give the other party 30 days prior written notice of any such termination. Said 30 days' notice provision may be extended, *but not beyond June 30th*, in the event of a grievance procedure on the part of the Contractor.

26. **RETURN OF FUNDS.** Contractor may be required to reimburse Agency for any costs or expense, which may be disallowed as a result of an audit/monitoring by the Agency, federal/state government or agency thereof.

27. **EMERGENCY TERMINATION.** In those instances where the Contract violation threatens the health, welfare, and safety of participants and/or staff of the Contractor, an emergency may be declared. After an emergency hearing and determination by the Agency Governing Board Executive Committee, this Contract may be declared null and void and all payments to Contractor terminated.

28. **INDEMNITY AND INSURANCE.**

(A) **Hold Harmless Agreement.** Contractor agrees to indemnify and hold Agency harmless from and against all claims, damages, loss and causes of action, of whatever nature, arising from any act, omission or negligence of Contractor or Contractor's agents or employees, to any person or to the property of any person, or arising from any accident, injury or damage whatsoever caused to any person or the property of any person occurring during the term of this Contract. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.

(B) **Insurance Required.** Contractor hereby agrees during the term hereof to maintain adequate public liability, product liability, bond insurance and other insurance deemed necessary by the Northeast Nebraska Area Agency on Aging, which shall include but not limited to fire and extended coverage insurance on all buildings, equipment and/or contents purchased in whole or in part by funds received from Agency, with reputable insurance companies approved by Agency as hereafter set forth and, upon request, to furnish agency with certificates of insurance properly executed by the insurance company evidencing such fact, giving 30 days prior written notice to Agency in the event of cancellation or material alteration of such coverage. The insurance coverage to be maintained by Contractor shall include minimum insurance coverage of:

- a. General Aggregate insurance coverage of two million dollars
- b. Product Liability insurance coverage of two million dollars
- c. Per occurrence of one million dollars
- d. Bonding insurance coverage for a dollar amount approximate to the dollar amount on deposit in Contractor's bank accounts

The Northeast Nebraska Area Agency on Aging shall be named as additional insured on all such insurance policies.

29. **FAILURE TO PROVIDE MEALS.** In the event that the Contractor fails to provide a meal or meals to the participants, as agreed upon herein, the Agency may procure a meal or meals or other food elsewhere, and charge or deduct from any amount payable to the Contractor the cost of such replacement

meal or meals or other food, plus any expenses incurred by the Agency in procuring such replacement meal or meals or other food.

30. **ASSIGNMENT OF CONTRACT.** Contractor shall not assign this Contract, or any part thereof, nor subcontract any of Contractor's duties or responsibilities hereunder, without obtaining the prior written consent of the Agency.

31. **MISCELLANEOUS PROVISIONS.**

(A) This Contract shall be governed by and construed under the laws of the State of Nebraska.

(B) This Contract shall insure to and be binding upon the parties hereto, their successors, assigns and transferees.

(C) The parties hereto agree that with respect to the performance of all terms, conditions and covenants of this Contract, time is of the essence.

(D) This Contract contains all agreements of the parties with respect to any matter mentioned herein. No prior Contract or understanding pertaining to any such matter shall be effective.

(E) This Contract may only be modified in writing and signed by the parties in interest at the time of such modification.

(F) All provisions of this Contract are subject to the Americans with Disabilities Act (20CFR 1601, 38 CFR 35).

(G) Designated serving sites as indicated on page 1 #2 AGREEMENT shall be:

Realife Apte & Westport Apte - both of which are
Independent Senior Living quarters.

IN WITNESS WHEREOF, this Contract has been executed by duly authorized officers this _____ day of _____ 2025.

NORTHEAST NEBRASKA AREA AGENCY ON AGING (Agency)

By *Don Ford*
Chairman, Governing Board, NENAAA

ATTEST:

By *Connie Cooper*
Connie Cooper
Executive Director, NENAAA

City of Columbus
(Contractor)

By _____
Contract President/Chairman

ATTEST:

By *Patty Laska*
Contract Manager/Coordinator

Title III E Family Caregiver Support Contract

This Contract is made and entered into this 1st day of July, 2025 by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called "Agency" and City of Columbus hereinafter called "Contractor".

I. General Terms

A. Provision of Service:

Caregiver Support Group: A service that facilitates a peer-to-peer support group. Caregivers will discuss their common experiences and concerns and develop a mutual support system. It may include instruction to improve knowledge and performance of specific skills relating to their caregiving roles and responsibilities. Skills may include activities related to health, nutrition, and financial management, providing personal care, and communicating with health care providers and other family members. It must be conducted in-person and be provided in group settings.

B. Service Area: Planning and service area counties.

C. Term: Shall be for a period of one year commencing July 1, 2025 and ending June 30, 2026.

D. Reimbursement to Contractor:

- a. Caregiver Support Group: \$275 per unit for 12 units budgeted which includes 12 monthly caregiver support group meetings, for a total allocation of \$3,300. Supporting documentation is the sign-in sheet.

A unit will be reimbursed if there are no participants at the support group with evidence of advertisement of the support group for supporting documentation. The Agency will contact the senior center after two months of no participants to discuss the promotion/marketing and the future of the caregiver support group. The caregiver support group must be organized/promoted by the senior center.

The Agency and Contractor therefore enter into the following:

II. Scope of Service

A. This Contract provides for Family Caregiver Support services.

B. As of the 2016 Reauthorization of the Older Americans Act, the following specific populations of caregivers are eligible to receive services (42 USC 3001):

- Adult family members or other informal caregivers age 18 and older

providing care to individuals 60 years of age and older

- Adult family members or other informal caregivers age 18 and older providing care to individuals of any age with Alzheimer's disease and related disorders
- Older relatives (not parents) age 55 and older providing care to children under the age of 18; and
- Older relatives, including parents, age 55 and older providing care to adults ages 18-59 with disabilities.

C. Services will be delivered at Columbus Senior Center.

D. All Title III E Family Caregiver Support services provided will be delivered in a manner which conforms to Standards of the Federal Administration, Nebraska Department of Health and Human Services, State Unit on Aging and the Agency.

III. Contractor Duties

A. Identify individuals eligible to receive Title III E Family Caregiver Support Services. This will inform older individuals and their caregivers of the availability of Title III E Family Caregiver Support services under this Contract.

B. Provide the following Family Caregiver Support services but not limited to:

- Caregiver Support Group

C. Submit financial/III E reports and supporting documentation to the Agency as per the established schedule. Financial/III E reports must be filed to the Agency office by the 5th day of each month.

If Contractor cannot meet the report deadline, communication by the Contractor to the Agency may allow flexibility with deadline reimbursement.

When the 5th day of the month falls on a Saturday or Sunday, reports are due the Monday after. Any Contractor failing to meet the reporting deadline will not get reimbursed for that month. Funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate.

Reimbursement occurs after the Governing Board meeting of the Agency on the third Thursday of each month.

Contractor agrees to provide the Agency with any and all data and information as may be requested, and Contractor shall promptly and accurately submit written information to Agency whenever requested to do so. All information shall be delivered via email. Examples of data and information include but not limited to sign in sheets, supporting

documentation, etc.

- D. Contractor agrees to keep full and accurate sales, financial, procurement, and other necessary records relating to all items covered by this Contract. Contractor shall permit authorized auditors and officials to have access to all records for audit and review. In addition, authorized officials of the Agency shall have the right to conduct on-site or off-site reviews of but not limited to all files pertinent to the annual evaluation. Examples of data and information include but not limited to invoices, newsletters, etc.

The submission of any false or misleading report by Contractor or the request of the Contractor for the Agency to pay for the same service covered by any contractor shall result at the option of the Agency in the immediate cancellation of the Contract. Contractor shall be liable for any and all damages or loss caused by the submission of any false or misleading report.

- E. Personal purchases such as food, office items, personal motel charges made from the Contractor's accounts such as checking, savings, and/or credit card shall result at the option of the Agency in the immediate cancellation of the Contract.
- F. Gift cards/gift certificates are not allowed as a Title III E expense.
- G. Attend all meetings and trainings as requested by the Agency.

IV. Agency Duties

- A. Reimburse the Contractor for units of services provided under this contract.
- B. Provide the Contractor with forms for reports, units of service and expenditures of services provided under this Contract.
- C. Work with the Contractor to develop local programs to reach the target population.
- D. Monitor the Title III E Family Caregiver Support Service activities to ensure that the terms and agreement of this Contract are fulfilled.
- E. The Agency shall indemnify and hold harmless Contractor for claims arising by reason of any act or omission of the Agency under this Contract.
- F. Provide training and hold meetings on an on-going basis for the Contractor about Family Caregiver Support activities.

V. Administrative Provisions

- A. Contractor shall comply with all of the rules, regulations and policies of the

Federal, State and Agency.

- B. All equipment purchased or repaired with funds resulting from this Contract shall remain property of the Contractor as long as the equipment is used to benefit the local program. This equipment cannot be sold or otherwise disposed of without obtaining the prior written permission of Agency.
- C. The Contractor shall have a working computer, scanner, and internet at the Senior Center to provide the required information, receive communication from the Agency, and keep the confidential information at the Senior Center.
- D. In the event that program funds received by the Agency from the Nebraska Department of Health and Human Services are not allocated to the Agency, the Agency has the right to reduce the contract funds to the Contractor accordingly.
- E. Contractor agrees to indemnify and hold Agency harmless from and against all claims, damages, loss, and causes of action of whatever nature arising from any act, omission or negligence of Contractor or Contractor's agents, or employees to any person or the property of any person or arising from any accident, injury, or damage whatsoever caused to any person or the property of any person occurring during the term of the Contract. This shall include indemnity against all costs, expenses, and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.
- F. All provisions of the Contract are subject to the Americans with Disabilities Act.
- G. Contractor shall have a Conflict of Interest Policy in place to be reviewed and the acknowledgement form signed annually by the Board and staff.

VI. Contract Compliance and Enforcement

It is the responsibility of the Agency staff to inform the Agency Executive Director of any Contractor's failure to comply with the terms of this Contract. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Contract:

(A) Notification of Non-Compliance of III E Family Caregiver Support Program: After it has been determined by Agency staff that the terms of this Contract are not being met, written notification of non-compliance shall be sent to the Contractor by the Area Agency. The notification shall set forth the portion of the Contract being violated.

(1). Repeated Non-Compliance. In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of the Agency shall notify the contractor in writing that funding shall be withheld until such time Contractor is in compliance. In the event the violations have not been

corrected, the Executive Director of the Agency shall proceed as set forth herein.

(2) Loss of funding. The Executive Director of the Area Agency will notify the Contractor, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of Contract will be presented to the Agency Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

(B) Grievance Procedure. In the event that a dispute arises under this Contractor with the caregiver support program within the senior center on the part of Contractor, such dispute shall first be taken to the Fiscal Officer of the Agency. If said dispute is not settled to the satisfaction of Contractor, Contractor may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, Contractor shall have the right to:

- i. Public Hearing. A public hearing may be requested by the Contractor if they have been notified in writing that they have not complied with the terms and conditions of this Contract and this Contract has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this agreement. In the event the Compliance Board, as set forth herein, determines that the terms of this Contract were not violated, then those services provided by contractor after termination notice will be paid.
- ii. Compliance Board. The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one senior center manager, who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a caregiver services site or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the

Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the agreement and determine if the contractor is in violation of the terms and conditions of said Contract, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

VII. Termination or Suspension

This contract is contingent upon availability of funds. In the event funds for this service are not available to the Agency, the Agency may terminate the contract by written notice of 30 working days, and no further services or payment for services shall be rendered.

If either the Contractor or the Agency abandons, non-performs, or before completing, discontinues services or if the commencement, or timely completion of the service by either party is rendered improbably, infeasible, or illegal the other party may, by written notice of 30 days, terminate or suspend any or all of this obligation under this Contract until such time as the events or conditions resulting in such suspension has ceased or been corrected.

Either party may terminate this Contract by providing 30 days written notice of the termination to the other party.

Contractor may be required to reimburse Agency for any costs or expenses which may be disallowed as a result of an audit/monitoring by the Agency, federal/state government of agency thereof.

IN WITNESS THEREOF, this Contract has been executed by duly authorized officers this _____ day of _____ 2025.

Northeast Nebraska Area Agency on Aging (Agency)
By *[Signature]*
Chairman, Governing Board

ATTEST:
By *Connie Cooper*
Connie Cooper, Executive Director, NENAAA

City of Columbus
(Contractor)

By _____
Board Chairman/designated person

ATTEST
By *Patty Laska*
Manager/Coordinator

VITAMIN C

<u>GOOD SOURCES</u>		<u>FAIR SOURCES</u>	
Orange	1 medium	Watermelon	4x8 wedge
Broccoli	1/2 cup	Collard Greens	1/3 cup
Orange Juice	1/2 cup	Tangerine	1 medium
Brussel Sprouts	1/2 cup	Kale, Cooked	1/2 cup
Grapefruit	1/2 medium	Liver	3 oz
Green Pepper	1/2 cup sliced	Turnip Greens	1/2 cup
Strawberries	1/2 cup	Asparagus	1/2 cup
Grapefruit Juice	1/2 cup	Cabbage	1/2 cup
Cantaloupe	1/2 cup	Tomatoes, canned	1/2 cup
Cauliflower	1/2 cup	Tomato Juice	1/2 cup
Tomato, fresh	1 medium	Potato, Baked	1 medium
		Sauerkraut	1/2 cup
		Cole Slaw	1/2 cup
		Mustard Greens, Spinach	1/2 cup
		Sweet Potatoes	1/2 cup
		Winter Squash	1/2 cup
		Fruit Juice Fortified with Vitamin C	1/2 cup

Potatoes, other than baked, have only 5-10 mg. Vitamin C and thus would have to be served twice to equal one fair source.

VITAMIN A

<u>ENTREES</u>		<u>VEGETABLES</u>	
Liver	3 oz	Greens	1/2 cup
Beef Stew	1 cup	Carrots	1/2 cup
Chicken Pot Pie	1 Pie	Sweet Potatoes	1/2 cup
		Broccoli	1/2 cup
		Peppers, Hot, Red	1 tsp
		Pumpkin	1/2 cup
		Squash, winter	1/2 cup
		Tomatoes, Fresh	1 medium
		Tomatoes, Canned	1/2 cup
		Tomato Juice	8 oz
		Endive	2 oz
		Spinach	1/2 cup

IRON CONTENT OF FOODMEAT, FISH AND EGGS

Beef Liver	3 oz.	6.5 mg
Beef Roast	3 oz.	3.2 mg
Chicken	3 oz.	1.4 mg
Chipped Beef	1/2 cup	1.0 mg
Chili	1 cup	4.3 mg
Corned Beef	3 oz.	3.7 mg
Egg	1 med	1.1 mg
Ground Beef		
Lean	3 oz.	3.2 mg
Medium fat	3 oz.	2.5 mg
High fat	3 oz.	2.0 mg
Haddock	3 oz.	1.0 mg
Ham, Lt.cure	3 oz.	2.2 mg
Ham Loaf	3 oz.	2.1 mg
Liver Sausage or Braunschweiger	3 oz.	4.5 mg
Ocean Perch	3 oz.	1.1 mg
Pork Chops	3 1/2 oz	2.2 mg
Pork Liver	3 oz.	17.5 mg
Pork Roast	3 oz.	2.7 mg
Shrimp	3 oz.	1.7 mg
Tuna, canned in oil	3 oz.	1.6 mg
Turkey	3 oz.	1.0 mg
Veal Roast	3 oz.	2.9 mg

FRUITS

Strawberries, raw	1 cup	1.5 mg
Tomato Juice, canned	1/2 cup	1.1 mg
Plums, can hvy syrup	3 plums	1.2 mg
Prune Juice, canned	1/2 cup	5.2 mg

VEGETABLES

Asparagus, Canned	1/2 cup	2.0 mg
Beans, Dry Cooked	1 cup	5.5 mg
Beans, Green,canned	1/2 cup	1.4 mg
Beans, Kidney	1/2 cup	2.2 mg
Beans, Lima Dry	1/2 cup	2.9 mg
Beans, Pork/Beans	1/2 cup	1.0 mg
Beans, Waxed, Can	1/2 cup	1.9 mg
Beet Greens, Cooked	1/2 cup	2.2 mg
Peas, Split Dry	1/2 cup	2.1 mg
Potato	1 medium	1.1 mg
Spinach, Canned	1/2 cup	2.3 mg
Sweet Potato, med	1 potato	1.0 mg
Vegetables, Mixed	1/2 cup	1.2 mg

MISCELLANEOUS

Cashews	1/4 cup	1.3 mg
Macaroni, enrich, ck	3/4 cup	1.0 mg
Molasses, Blackstrap	1 Tbsp	3.2 mg
Walnuts	1/4 cup	1.9 mg

FIBER FOODS

HIGH SOURCES 5-10 GRAMS PER SERVING

Asian Pears	1 med
Beans- Pinto, Black, Kidney	1/2 cup
Walnuts or other Nuts	1/2 cup
Bran Flakes	3/4 cup
Baked Potato w/ skin	1 med

GOOD SOURCES 1-5 GRAMS PER SERVING

Chickpeas, cooked	1/2 cup
Apples, w/ skins	1 med
Mixed Vegetables	1/2 cup
Green Peas	1/2 cup
Raspberries, raw	1/2 cup
Strawberries, raw	1/2 cup
Grapes, fresh	1/2 cup
Fresh Fruit w/ skin	1 med
100% whole wheat bread	1 oz
Oatmeal, cooked	1/2 cup
Nuts	1/4 cup

VITAMIN B6

HIGH SOURCES 2 MILLIGRAMS

Ready-to-eat Cereals	3/4 cup
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GOOD SOURCES .75 MILLIGRAMS

Baked Potato, Med	1 med
Banana, Med	1 med
Garbanzo Beans	1/2 cup
Chicken, Breast	3 oz
Oatmeal, instant	1-packet
Pork Loin, cooked	3 oz
Roast Beef, cooked	3 oz
Trout, cooked	3 oz
Sunflower Seeds, kernels	1 oz

FAIR SOURCES < .25 MILLIGRAMS

Spinach, cooked	1/2 cup
Tomato Juice	6 oz
Avocado	1/2 cup
Salmon, cooked	3 oz
Tuna, water pk, drain	3 oz
Wheat Bran, unproc	1/4 cup
Walnuts	1 oz
Peanut Butter	2 Tbls
Soybeans, boiled	1/2 cup

FOLATE FOODS

HIGH SOURCES

Lentils	1/2 cup
Pinto Beans, cooked	1/2 cup
Chickpeas, cooked	1/2 cup
Okra, frozen, cooked	1/2 cup
Spinach, cooked	1/2 cup
Asparagus, cooked	1/2 cup
Turnip Greens, cooked	1/2 cup
Brussels Sprouts, cooked	1/2 cup
Beans, Northern, Kidney, Lima	1/2 cup

GOOD SOURCES

White rice, cooked	1/2 cup
Broccoli, cooked	1/2 cup
Mustard Greens, cooked	1/2 cup
Green Peas, cooked	1/2 cup
Orange Med	1 Med
Orange Juice	6 oz
Potato, Baked Med	1 Med
Avocados	1 Med
Lettuce, Romain, Iceberg	1 cup
Tomato Juice	6 oz
Strawberries, fresh	1/2 cup
Peanuts	1 oz
Egg, Large	1 Large

FAIR SOURCES

All enriched breads, cereals, and pastas

CALCIUM FOODS

HIGH SOURCES 300-400 MG

Yogurt, plain or flavor	8 oz
Cheese, Romano/Parm	1 oz
Ricotta Cheese	4 oz
Sardines w/ bones	3 oz
Calcium fortified OJ	1 cup

GOOD SOURCES 100-300 MG

Milk--all kinds and flavors	1 cup
Cheeses, Cheddar, Mozzarella	1 oz
Soy Milk--calcium enriched	1 cup
Instant Oatmeal	3 oz
Oysters	1 cup
Salmon w/ bones	3 oz
Ice Cream	1 cup
Geens-Collard, Turnip, Spinach	1 cup
Broccoli, cooked	1 cup
Tofu, calcium enriched	read label
Sunflower seeds	read label

FAIR SOURCES <100 MG

Cottage Cheese	1/2 cup
Non-fat dry Milk	1 Tbls
Almonds	1 oz

Attachment A

STEPS TO LOWER SODIUM/SALT in IIIC MENUS

Refrain from adding salt when preparing foods such as main entrée with sauces, casseroles, combination dishes, vegetables or soups that use such items as:

- Bouillon or Gravy mix type products
- Canned creamed soups
- Cheese items: sliced/grated, cottage cheese, cheese sauce etc
- Canned tomato products: whole tomatoes/diced/stewed, tomato sauce, or tomato paste
- Condiments such as BBQ sauce, catsup, salad dressings etc, (limit the amount used)

Reduce salt by half in all baked items when made from scratch such as:

- Breads--Yeast, Quick Bread, and Biscuits
- Cakes, cookies or bars
- Pie crusts

Refrain from using processed or convenience foods such as:

- Boxed potatoes, frozen or instant mashed-use fresh
- Limit bacon, sausage, polish sausage etc on the menu
- Pre-baked frozen meat entrees
- Boxed cake, cookies/bars or boxed muffin/cornbread

Refrain from using canned vegetables when dried, frozen or fresh are available

DO NOT ADD SALT DURING COOKING

- Asparagus
- Beans, green, lima, kidney, pinto, etc
- Carrots
- Corn
- Mixed Vegetables
- Peas
- Spinach
- Mixed Vegetables
- Spinach

Refrain from using cracker crumbs or biscuit products as a filler or topping--use OATMEAL in such items as:

- Meat Loaf type items
- Meatball type items
- Oatmeal topping for cobblers or crisp

DO NOT USE PRODUCTS ADVERTISED AS SALT SUBSTITUTES, but rather use items such as: garlic and onion powder, Mrs. Dash type products use all varieties not just original, use pepper, lemon pepper, etc

Other Ideas for Reducing Sodium

- > Substitute unsalted chicken or beef broth for bouillon cubes or use half unsalted products and half salted products
- > Use unsalted or low sodium tomato juice or use half unsalted products and half salted products
- > Substitute lite soy sauce for regular soy sauce
- > Make a home-made cream sauce with flavorings to substitute for creamed soups

GUIDE FOR ADDING FLAVOR TO FOOD WITHOUT ADDING SALT	
BEEF:	Bay leaf, dry mustard powder, green pepper, marjoram, fresh mushrooms, nutmeg onion, pepper, sage, thyme
CHICKEN:	Green pepper, lemon juice, marjoram, fresh mushrooms, paprika, parsley, poultry seasoning, sage, thyme, lemon pepper
FISH:	Bay leaf, curry powder, dry mustard powder, green pepper, lemon juice, marjoram, fresh mushrooms, paprika, lemon pepper
LAMB:	Curry powder, garlic,(fresh, minced, dry flakes, or powder), mint, mint jelly, pineapples rosemary
PORK:	Apple, applesauce, garlic, onion, sage
VEAL:	Apricot, bay leaf, curry powder, ginger, marjoram, oregano
VEGETABLES:	
Asparagus:	Garlic, lemon juice, onion, vinegar
Corn:	Green pepper, pimiento, fresh tomato
Cucumbers:	Chives, dill, garlic, vinegar
Green Beans:	Dill, lemon juice, marjoram, nutmeg, pimiento
Greens:	Onion, pepper, vinegar
Pea:	Green pepper, mint, fresh mushrooms, onion, parsley
Potatoes:	Green pepper, mace, onion, paprika, parsley
Rice:	Chives, green pepper, onion, pimiento saffron
Squash;	Brown sugar, cinnamon, ginger, mace, nutmeg, onion
Tomatoes:	Basil, marjoram, onion, oregano
SOUPS:	
Bean Soup:	A pinch of dry mustard powder
Vegetable Soup:	Allspice, a small amount of vinegar or a dash of sugar
Chowders:	Peppercorns in skim milk
Pea Soup:	Bay leaf and parsley

POTASSIUM

VERY HIGH SOURCES

Lima Beans	1/2 cup
Mushrooms (fresh)	10 small
Figs (canned)	3 medium
Cantaloupe (6")	1/4 melon
Honeydew (7 ")	1/3 melon
White Potato (baked)	2 " diameter
Winter Squash	1/2 cup
Skim Milk	8 ounces
2% Milk	8 ounces
Navy Beans	1/2 cup

HIGH SOURCES

Buttermilk	8 ounces
Chocolate Milk	8 ounces
Whole Milk	8 ounces
All Bran Cereal	1/2 cup
Baked Beans	1/3 cup
Prune Juice	4 ounces
Tomato Juice	4 ounces
Peas	1/2 cup
Potatoes	1/2 cup
Broccoli	1/2 cup
Cabbage, raw	1/2 cup
Pumpkin (canned)	1/2 cup
Nectarines (fresh)	1/2 cup
Tomato (fresh)	1 medium
Rhubarb	1/2 cup

Medium Sources

Sardines	3 medium
Apricot Nectar	4 ounces
Orange Juice	4 ounces
Dill Pickle	1 large
Cauliflower	1/2 cup
Corn	1/2 cup
Cherries	1/2 cup
Peaches	1 medium
Plums	3 medium

4.C. Resolution No. R25-80 approving agreement with Geo-Comm, Inc. in the amount of \$35,892.94 for GIS maintenance services for joint communications center.

DRAFT

RESOLUTION NO. R25-80

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH GEO-COMM, INC. FOR GIS MAINTENANCE SERVICES IN THE AMOUNT OF \$35,892.94, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, GIS mapping for E-911 related calls is necessary for operation of the joint communications center.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Geo-Comm, Inc. in the amount of \$35,892.94 for GIS maintenance services July 1, 2025, through June 30, 2027, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: May 27, 2025
TO: City Administrator / City Finance Director
FROM: Rachel Pensick, Communication Director
RE: GeoComm Contract for GIS Services

RECOMMENDATION:

To approve the renewal of a two-year GIS Maintenance service contract from GeoComm, Inc.

DISCUSSION:

The Columbus-Platte County Joint Communications Center operates as the Public Safety Answering Point for Platte and Polk Counties. Consistent and accurate GIS is the foundation of the 911 call routing process. The JCC currently has a GIS Maintenance service contract with GeoComm that expires in June 2025. Geo-Comm has proposed a two-year GIS Maintenance service contract to begin on July 1, 2025 and expire on June 30, 2027.

There are many things in this contract that require technicians to support the process. Included in that list are:

- Maintaining of the MSAG (Master Street Address Guide)
- Assigning new addresses to rural locations
- Completion of routing sheets
- Consolidation of East Central 911 Regional Data


Fiscal Impact:

The two-year contract will cost \$35,892.94. It will be invoiced annually. The year one cost is \$17,508.75 and the year two cost is \$18,384.19. These are budgeted costs.

Concurrence:

The Joint Communications Committee reviewed and approved the purchase.

SIGNATURE:

By: 

Approved By: _____



GIS Maintenance Services

Contract #114879

May 15, 2025

Geo-Comm, Inc.
EIN # 41-1811590
601 West St. Germain
St. Cloud, MN 56301
Phone: (320) 240-0040
www.geocomm.com

Columbus/Platte County Joint Communications Center
Rachel Pensick, Director
2419 14th St
Columbus, NE 68601
Phone: (402) 942-5062
E-mail: rachel.pensick@columbusne.us

Columbus/Platte Maintenance Services	Service Dates	Total
GIS Map Data Maintenance	7/1/2025-6/30/2026	\$7,182.00
MSAG and ALI Maintenance	7/1/2025-6/30/2026	\$1,915.20
GIS Addressing Services	7/1/2025-6/30/2026	\$3,222.45
GIS Map Data Maintenance	7/1/2026-6/30/2027	\$7,541.10
MSAG and ALI Maintenance	7/1/2026-6/30/2027	\$2,010.96
GIS Addressing Services	7/1/2026-6/30/2027	\$3,383.57
Contract Total:		\$25,255.28

Polk County Maintenance Services	Service Dates	Total
GIS Map Data Maintenance	7/1/2025-6/30/2026	\$4,032.00
MSAG and ALI Maintenance	7/1/2025-6/30/2026	\$1,157.10
GIS Map Data Maintenance	7/1/2026-6/30/2027	\$4,233.60
MSAG and ALI Maintenance	7/1/2026-6/30/2027	\$1,214.96
Contract Total:		\$10,637.65

GIS maintenance services will be provided July 1, 2025 through June 30, 2027.

A description of the services covered under this contract is attached and made a part of this agreement as Exhibit A. Note that GIS Addressing Services are for Columbus/Platte County only and exclude Polk County.

Customer agrees to pay GeoComm \$35,892.94 on the following schedule:

- \$17,508.75 – invoiced net 45 days on July 1, 2025
- \$18,384.19 – invoiced net 45 days on July 1, 2026

[Signatures on following page]

Customer Authorization

Signature	
Print Name	
Purchase Order # (if required)	
Date	

Exhibit A – Scope of Work

GIS Data Layers Maintenance Services

GeoComm will use provided resources, including digital copies of the MSAG and ALI database, to update GIS data layers for location validation in 9-1-1 systems. As needed, GeoComm will:

- Update the Road Centerline layer with additions, deletions, and corrections
- Update the Site/Structure Address Point layer with additions, deletions, and corrections
- Update Service Boundary Layers (PSAP, police, fire, EMS, and ESZ/ESN) with additions, deletions, and corrections when requested
- Update the Provisioning Boundary Layer with additions, deletions, and corrections.
- Update the Incorporated Municipality Layer when there are annexations

GIS data attribute standardization following the NENA Standard for NG9-1-1 GIS Data Model and/or your PSAP mapping system requirements are included. GeoComm will populate Mandatory and Conditional attributes with provided resources.

GeoComm will perform quality control (QC) checks on GIS data to measure GIS data quality and synchronization with MSAG and ALI databases, if available. If GIS data errors are detected, GeoComm will make appropriate corrections. If MSAG or ALI errors are detected, GeoComm will correct the error if contracted to do so. If resolving the MSAG or ALI errors are outside of the scope of service, GeoComm will provide you with a list of required updates.

GeoComm will provide updated GIS data packages (zip file containing the updated GIS data layers in file geodatabase format) for you to provision into your local 9-1-1 systems. If the local 9-1-1 system is a GeoComm mapping application, GeoComm will execute the update process.

If requested, GeoComm can provide .pdf files representing one combined Service Boundary map (Police, Fire, EMS) which you can print to hard copy wall maps.

MSAG and ALI Maintenance Services

To ensure ongoing synchronization with GIS data layers, MSAG, and ALI database, GeoComm will update and manage your MSAG based on provided resources. As needed, GeoComm will:

- Submit MSAG updates to your database provider when roads are added, changed, or deleted if allowed access to the database provider's MSAG maintenance system.
- Assist in the resolution of MSAG discrepancies, as provided by the database provider (E.g. overlaps with other MSAG entries, address validation, etc.)
- Assist in the resolution of inconsistencies between the MSAG and GIS data layers.
- Assist in the resolution of telephone (TN) records that do not match the MSAG.
- Request new Emergency Service Numbers (ESNs) from the database provider when new responder combinations are created.
- Complete periodic reviews of the MSAG, ALI database, and GIS data layers to ensure a high synchronization Rate and complete updates.

Note: If clarification is needed, GeoComm will work with you to ensure accurate updates are made.

Address Assignment Services – Columbus/Platte County

Note that Polk County is excluded from Address Assignment Services.

GeoComm will update the Site/Structure Address Point layer for Columbus/Platte County based on resources provided. As needed, GeoComm will:

- Update the Site/Structure Address Point layer with new address point locations using provided accurate location information or latitude and longitude for the approximate placement of the address point.
- Assign addresses to newly added points based on the road centerline layer attributes (street name and address ranges) and return the newly assigned addresses within three business days.
- Provide support regarding unique addressing situations or addressing discrepancies.

Note: GeoComm is not responsible for notifying residents of the newly assigned addresses.

GIS Maintenance Bureau Contact Information

Email: gis@geocomm.com

Phone: 1.844.282.4507

Upload Data: <http://www.geo-comm.com/industries/gis/data-submission/>

Uploading Data Notes: Adobe Flash must be installed to upload files. All files must be compressed into a single (.zip) format. The zip file must be under 2GB. A confirmation e-mail will be sent once the file is received.

Additional terms and conditions around cancellations can be found at: <https://www.geo-comm.com/terms/>

4.D. Resolution No. R25-81 authorizing payment of various improvement projects.

RESOLUTION NO. R25-81

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT: B-D CONSTRUCTION, INC., VAN BERG GOLF COURSE PRO SHOP RENOVATIONS, \$11,894.90; C-R MENN CONCRETE, LLC, 11TH STREET SIDEWALK IMPROVEMENTS CDBG 23-DTR-003, \$79,371.97; GEHRING CONSTRUCTION & READY MIX CO., INC., PAVING AND INFRASTRUCTURE OF VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT, \$28,517.00.

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

B-D Construction, Inc.	Van Berg Golf Course Renov	\$11,894.90
C-R Menn Concrete, LLC	11th St Sidewalk Improvements 23-DTR-003	\$79,371.97
Gehring Construction Ready Mix Co., Inc.	Pave & Infrastructure of Vitality Village SD & Comm Bldg S Parking Lot	\$28,517.00

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): City of Columbus
2500 14th Street
Suite 3
Columbus, NE 68601

PROJECT: VAN BERG PRO SHOP RENO

APPLICATION NO: 4 Final
PERIOD TO: 5/21/2025

DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): B-D Construction, Inc.
2154 East 32nd Avenue
Columbus, NE 68601

VIA (ARCHITECT): TSP, Inc
677 Cathedral Dr.
Suite 302
Rapid City, SD 57201

ARCHITECT'S PROJECT NO: 07240477

CONTRACT FOR: Van Berg Pro Shop Renovation

CONTRACT DATE: 7/16/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	121,719.00
2. Net Change by Change Orders	\$	-2,770.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	118,949.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	118,949.00
5. RETAINAGE:		
a. <u>0.00</u> % of Completed Work	\$	0.00
b. <u>0.00</u> % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	118,949.00
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	107,054.10
8. CURRENT PAYMENT DUE	\$	11,894.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	-2,770.00
Total approved this Month	0.00	0.00
TOTALS	0.00	-2,770.00
NET CHANGES by Change Order		-2,770.00

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

CONTRACTOR: B-D Construction, Inc.
2154 East 32nd Avenue Columbus, NE 68601

By: Bryan L. Kearney / Project Manager Date: 5.21.25

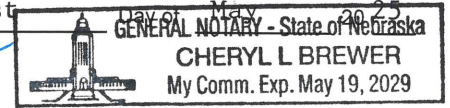
State of: NE

County of: Platte

Subscribed and Sworn to before me this 21st

Notary Public: Cheryl L Brewer

My Commission Expires: May 19, 2029



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 11,894.90

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

ARCHITECT: Richard J. Bogue Date: 5-23-2025

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

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Columbus
 2500 14th Street
 Suite 3
 Columbus, NE 68601

PROJECT: VAN BERG PRO SHOP RENO

APPLICATION NO: 4
PERIOD TO: 5/21/2025

DISTRIBUTION TO:
 _ OWNER
 _ ARCHITECT
 _ CONTRACTOR

FROM (CONTRACTOR): B-D Construction, Inc.
 2154 East 32nd Avenue
 Columbus, NE 68601

VIA (ARCHITECT): TSP, Inc
 677 Cathedral Dr.
 Suite 302
 Rapid City, SD 57201

ARCHITECT'S PROJECT NO: 07240477

CONTRACT FOR: Van Berg Pro Shop Renovation

CONTRACT DATE: 7/16/2024

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	14,538.00	14,538.00	0.00	0.00	14,538.00	100.00	0.00	0.00
2	Procore	2,400.00	2,400.00	0.00	0.00	2,400.00	100.00	0.00	0.00
3	Demo	9,494.00	9,494.00	0.00	0.00	9,494.00	100.00	0.00	0.00
4	Rough Carpentry	7,690.00	7,690.00	0.00	0.00	7,690.00	100.00	0.00	0.00
5	Finish Carpentry	4,760.00	4,760.00	0.00	0.00	4,760.00	100.00	0.00	0.00
6	Cabinets / Counters	7,875.00	7,875.00	0.00	0.00	7,875.00	100.00	0.00	0.00
7	Doors	3,663.00	3,663.00	0.00	0.00	3,663.00	100.00	0.00	0.00
8	Metal Studs / Drywall	20,675.00	20,675.00	0.00	0.00	20,675.00	100.00	0.00	0.00
9	Acoustical Ceilings	1,135.00	1,135.00	0.00	0.00	1,135.00	100.00	0.00	0.00
10	Paint	978.00	978.00	0.00	0.00	978.00	100.00	0.00	0.00
11	Plumbing	5,950.00	5,950.00	0.00	0.00	5,950.00	100.00	0.00	0.00
12	HVAC	1,100.00	1,100.00	0.00	0.00	1,100.00	100.00	0.00	0.00
13	Electrical	12,585.00	12,585.00	0.00	0.00	12,585.00	100.00	0.00	0.00
14	Design	9,560.00	9,560.00	0.00	0.00	9,560.00	100.00	0.00	0.00
15	Performance Bond	2,265.00	2,265.00	0.00	0.00	2,265.00	100.00	0.00	0.00
16	Allowance	2,770.00	2,770.00	0.00	0.00	2,770.00	100.00	0.00	0.00
17	Overhead / Profit	14,281.00	14,281.00	0.00	0.00	14,281.00	100.00	0.00	0.00
18	Unused Discovery Allowance	-2,770.00	-2,770.00	0.00	0.00	-2,770.00	100.00	0.00	0.00
REPORT TOTALS		\$118,949.00	\$118,949.00	\$0.00	\$0.00	\$118,949.00	100.00	\$0.00	\$0.00

Contractor's Application and Certificate of Payment



Contractor's Application for Payment No: 2	
Application Period: (From - to) 5/8/25 - 5/22/25	
To: City of Columbus (Owner)	From (Contractor): C-R Menn Concrete LLC
Contractor's Project No.:	
Project Name: 11th Street Sidewalk Improvements CDBG 23-DTR-003	Via (Consulting Engineer / Architect): City of Columbus
Fiscal Year Budget Number: 100-100-57200-24005	

Application For Payment

Field Order and Change Order Summary

Field (FO#) and Change Orders (CO#) Approved:		
Number	Additions	Deductions
TOTALS	\$ -	\$ -
NET CHANGE	\$ -	

1. ORIGINAL CONTRACT PRICE.....	\$	153,424.10
2. Net change by Field Order and Change Orders.....	\$	-
3. Current Contract Price (Line 1 ± 2).....	\$	153,424.10
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$	122,273.00
5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)	\$	7,671.21
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$	114,601.79
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	35,229.82
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$	79,371.97
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6)..... (To double check Line 9 Take Column I + Line 5 should = Line 9 calculations)	\$	38,822.31

Contractor's Certification	
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.	
Contractor: <u>C-R Menn Concrete</u>	
By: <u>Nic Selchert</u>	Date: <u>5-22-25</u>
Printed/Typed Name: <u>Nic Selchert</u>	

Payment of:	
	(Line 8 or other - attach explanation of the other amount)
is recommended by:	
	(Consulting Engineer/Architect) (Date)
Payment of:	\$ 79,371.97
	(Line 8 or other - attach explanation of the other amount)
is approved by:	<u>Richard J. Bogue</u> 5-23-2025
	(City Engineer) (Date)
Approved by:	
	Funding Agency (if applicable) (Date)

APPLICATION AND CERTIFICATE FOR PAYMENT

Containing Contractor's signed Certification is attached

Project Name: 11th Street Sidewalk Improvements CDBG 23-DTR-003			Contractor's Pay Application: 2								
Application Period: (From - To)											
A Item			B	C	D	E	F	G	H		I
Bid Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
Project A: 11th Street Sidewalk Improvements CDBG 23-DTR-003											
1	Mobilization	JOB	1	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00		\$ 5,000.00	100	\$ -
2	Traffic and Pedestrian Control	JOB	1	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00		\$ 4,000.00	100	\$ -
3	NPDES, SWPPP, and BMP Maintenance	JOB	1	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00		\$ 3,000.00	100	\$ -
4	Curb or Grate Inlet Filter BMP	EA	4	\$ 100.00	\$ 400.00	4.00	\$ 400.00		\$ 400.00	100	\$ -
5	Remove Paving, including Sawing	SY	859	\$ 15.75	\$ 13,529.25	859.00	\$ 13,529.25		\$ 13,529.25	100	\$ -
6	Remove and Reset Sign with Telespar Post	EA	2	\$ 250.00	\$ 500.00		\$ -		\$ -	0	\$ 500.00
7	Remove Grate Inlet	EA	1	\$ 675.00	\$ 675.00	1.00	\$ 675.00		\$ 675.00	100	\$ -
8	Remove Storm Sewer	LF	15	\$ 35.00	\$ 525.00	15.00	\$ 525.00		\$ 525.00	100	\$ -
9	Remove Storm Sewer Manhole	EA	1	\$ 750.00	\$ 750.00	1.00	\$ 750.00		\$ 750.00	100	\$ -
10	Remove and Reset Trash Can	EA	2	\$ 200.00	\$ 400.00		\$ -		\$ -	0	\$ 400.00
11	Aggregate Paving Subbase	SY	395	\$ 16.00	\$ 6,320.00	395.00	\$ 6,320.00		\$ 6,320.00	100	\$ -
12	4-inch Perforated Underdrain Piping System	LF	304	\$ 7.50	\$ 2,280.00	304.00	\$ 2,280.00		\$ 2,280.00	100	\$ -
13	8-inch P.C. Concrete Street Paving, NDOT Type 47B-3500	SF	385	\$ 94.50	\$ 36,382.50	385.00	\$ 36,382.50		\$ 36,382.50	100	\$ -
14	6-inch P.C. Concrete Sidewalk Paving, NDOT Type 47B-3500	SY	447	\$ 62.55	\$ 27,959.85	100.00	\$ 6,255.00		\$ 6,255.00	22.37136	\$ 21,704.85
15	1.5-foot Concrete Header	LF	20	\$ 45.00	\$ 900.00	20.00	\$ 900.00		\$ 900.00	100	\$ -
16	ADA Handicap Ramp Detectable Warning Panel	SF	24	\$ 25.00	\$ 600.00		\$ -		\$ -	0	\$ 600.00
17	Construct Storm Sewer Junction Box	EA	1	\$ 5,325.00	\$ 5,325.00	1.00	\$ 5,325.00		\$ 5,325.00	100	\$ -
18	Construct Combination Inlet	EA	2	\$ 5,800.00	\$ 11,600.00	2.00	\$ 11,600.00		\$ 11,600.00	100	\$ -
19	12-inch RCP Class III Storm Sewer	LF	60	\$ 55.00	\$ 3,300.00	60.00	\$ 3,300.00		\$ 3,300.00	100	\$ -
20	Connect 4-inch Underdrain to Existing Inlet	EA	4	\$ 200.00	\$ 800.00	4.00	\$ 800.00		\$ 800.00	100	\$ -
21	Adjust Water Valve to Grade	EA	2	\$ 150.00	\$ 300.00	2.00	\$ 300.00		\$ 300.00	100	\$ -
22	4-inch Schedule 40 PVC Pipe	LF	15	\$ 35.00	\$ 525.00	15.00	\$ 525.00		\$ 525.00	100	\$ -
23	1-inch Curb Stop	EA	7	\$ 375.00	\$ 2,625.00	7.00	\$ 2,625.00		\$ 2,625.00	100	\$ -
24	1-inch Corporation Stop with Service Saddle	EA	7	\$ 400.00	\$ 2,800.00	7.00	\$ 2,800.00		\$ 2,800.00	100	\$ -
25	1-inch PE SDR 7 Water Service Line	LF	420	\$ 12.50	\$ 5,250.00	420.00	\$ 5,250.00		\$ 5,250.00	100	\$ -
26	Bore Water Service Line	LF	315	\$ 17.50	\$ 5,512.50	315.00	\$ 5,512.50		\$ 5,512.50	100	\$ -
27	Drill and Seal Water Service Line through Building Wall	EA	7	\$ 175.00	\$ 1,225.00		\$ -		\$ -	0	\$ 1,225.00
28	Connect 1-inch Water Service Line to Meter	EA	7	\$ 195.00	\$ 1,365.00		\$ -		\$ -	0	\$ 1,365.00
29	Top Soil for Planters	LS	1	\$ 950.00	\$ 950.00		\$ -		\$ -	0	\$ 950.00
30	3-inch Gravel Surfacing	LS	1	\$ 500.00	\$ 500.00		\$ -		\$ -	0	\$ 500.00
31	Overexcavation and Crushed Concrete	TON	150	\$ 37.50	\$ 5,625.00	112.50	\$ 4,218.75		\$ 4,218.75	75	\$ 1,406.25
32	Earthwork, Final Grading, Backfill, and Shaping	JOB	1	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -	0	\$ 2,500.00
PROJECT A (ITEMS 1-32) TOTAL					\$ 153,424.10		\$ 122,273.00		\$ 122,273.00	79.69608	\$ 31,151.10

C-R Menn Concrete LLC
 325 W. County Road T
 Fremont, NE 68025
 +14027211995
 nic@crmenn.com

Invoice



BILL TO
City of Columbus 2500 14th Street Suite 3 Columbus, NE 68602-1677

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2747	05/22/2025	\$83,128.75	06/21/2025	Net 30	

DESCRIPTION	QTY	RATE	AMOUNT
Remove Paving, including Sawing	643	15.75	10,127.25
Remove Grate Inlet	1	675.00	675.00
Storm Sewer	15	35.00	525.00
Remove Storm Sewer Manhole	1	750.00	750.00
Aggregate Paving Subbase	179	16.00	2,864.00
4-inch Perforated Underdrain Piping System	243	7.50	1,822.50
8-inch P.C. Concrete Street Paving, NDOT Type 47B-3500	270	94.50	25,515.00
Construct Storm Sewer Junction Box	1	5,325.00	5,325.00
Construct Combination Inlet	2	5,800.00	11,600.00
12-inch RCP Class III Storm Sewer	60	55.00	3,300.00
Connect 4-inch Underdrain to Existing Inlet	4	200.00	800.00
Adjust Water Valve to Grade	2	150.00	300.00
4-inch Schedule 40 PVC Pipe	15	35.00	525.00
1-inch Curb Stop	7	375.00	2,625.00
1-inch Corporation Stop with Service Saddle	7	400.00	2,800.00
1-inch PE SDR 7 Water Service Line	420	12.50	5,250.00
Bore Water Service Line	315	17.50	5,512.50
Overexcavation and Crushed Concrete	75	37.50	2,812.50

Thank you for your business!

BALANCE DUE

\$83,128.75

Thank you for your business!



Contractor's Application and Certificate of Payment

100-100-57200-24041 - 28,517.00

		Contractor's Application for Payment No:	15
		Application Period: (From - to)	3/25/25 to 5/20/25
To: City of Columbus (Owner)	From (Contractor): GEHRING CONSTRUCTION & READY MIX CO., INC.	Contractor's Project No.:	
Project Name: VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT	Via (Consulting Engineer / Architect): City of Columbus		
Fiscal Year Budget Number: SEE PROJECT SECTIONS			

Application For Payment

Field Order and Change Order Summary

Field (FO#) and Change Orders (CO#) Approved:		
Number	Additions	Deductions
FO3	\$ 3,850.00	
FO4	\$ 17,925.00	
TOTALS	\$ 21,775.00	\$ -
NET CHANGE	\$ 21,775.00	

1. ORIGINAL CONTRACT PRICE.....	\$	2,115,811.00
2. Net change by Field Order and Change Orders.....	\$	21,775.00
3. Current Contract Price (Line 1 ± 2).....	\$	2,137,586.00
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$	2,123,662.00
5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)	\$	106,879.30
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$	2,016,782.70
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	1,988,265.70
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$	28,517.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	\$	120,803.30

(To double check Line 9 Take Column I + Line 5 should = Line 9 calculations)

Contractor's Certification

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

Contractor: Gehring Construction & Ready Mix Co., Inc.

By: Stephen Anderson Date: 5-20-25

Printed/Typed Name: Stephen Anderson

Payment of:

(Line 8 or other - attach explanation of the other amount)

is recommended by:

(Consulting Engineer/Architect)

(Date)

Payment of:

\$ 28,517.00

(Line 8 or other - attach explanation of the other amount)

is approved by:

Richard J. Bogus
(City Engineer)

5-23-2025

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

APPLICATION AND CERTIFICATE FOR PAYMENT

Containing Contractor's signed Certification is attached

Project Name: VITALITY VILLAGE SUBDIVISION AND COMMUNITY BUILDING SOUTH PARKING LOT			Contractor's Pay Application: 15								
Application Period: (From - To)			3/25/25 to 5/20/25								
A Item			B	C	D	E	F	G	H		I
Bid Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
PROJECT A: SECTION 1: VITALITY VILLAGE SUBDIVISION PAVING & STORMSEWER (CIPS 100-100-57200-24029, TRAIL 100-150-57200-23046, 200-200-57300-20071)											
1	Mobilization	JOB	1	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00		\$ 40,000.00	100	\$ -
2	Traffic and Pedestrian Control	JOB	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
3	Remove Paving - Including Sawing	SY	675	\$ 15.00	\$ 10,125.00	831	\$ 12,465.00		\$ 12,465.00	123	\$ (2,340.00)
4	Remove Inlet	EA	2	\$ 800.00	\$ 1,600.00		\$ -		\$ -	0	\$ 1,600.00
5	Clearing and Grubbing	JOB	1	\$ 25,000.00	\$ 25,000.00	1	\$ 25,000.00		\$ 25,000.00	100	\$ -
6	Remove Trees 12" to 24" Diameter	EA	103	\$ 275.00	\$ 28,325.00	103	\$ 28,325.00		\$ 28,325.00	100	\$ -
7	Remove Trees 24" Diameter and Greater	EA	92	\$ 475.00	\$ 43,700.00	92	\$ 43,700.00		\$ 43,700.00	100	\$ -
8	Demolition of Structures & Remove Foundations	JOB	1	\$ 45,000.00	\$ 45,000.00	1	\$ 45,000.00		\$ 45,000.00	100	\$ -
9	9" P.C. Concrete NDOT Type 47B-3500	SY	265	\$ 70.00	\$ 18,550.00	259	\$ 18,130.00	-	\$ 18,130.00	98	\$ 420.00
10	7" P.C. Concrete NDOT Type 47B-3500	SY	8,840	\$ 54.00	\$ 477,360.00	8,773	\$ 473,742.00	-	\$ 473,742.00	99	\$ 3,618.00
11	6" P.C. Concrete Trail NDOT Type 47B-3500	SY	2,209	\$ 54.00	\$ 119,286.00	2,120	\$ 114,480.00	-	\$ 114,480.00	96	\$ 4,806.00
12	6" P.C. Concrete Stamped and Colored NDOT Type 47B-3500	SY	210	\$ 100.00	\$ 21,000.00	185	\$ 18,500.00	-	\$ 18,500.00	88	\$ 2,500.00
13	4" P.C. Concrete Sidewalk NDOT Type 47B-3500	SY	123	\$ 65.00	\$ 7,995.00	148	\$ 9,620.00	-	\$ 9,620.00	120	\$ (1,625.00)
14	Construct 1.5' Concrete Header	LF	66	\$ 15.00	\$ 990.00		\$ -		\$ -	0	\$ 990.00
15	ADA Handicap Ramp Retractable Warning Panel	SF	260	\$ 40.00	\$ 10,400.00	316	\$ 12,640.00	-	\$ 12,640.00	122	\$ (2,240.00)
16	Stop Sign on Telespar Posts	EA	2	\$ 275.00	\$ 550.00	2	\$ 550.00	-	\$ 550.00	100	\$ -
17	Remove & Reset Sign	EA	1	\$ 500.00	\$ 500.00	2	\$ 1,000.00		\$ 1,000.00	200	\$ (500.00)
18	Earthwork, Excavation, and Embankment	JOB	1	\$ 75,000.00	\$ 75,000.00	1	\$ 75,000.00		\$ 75,000.00	100	\$ -
19	Final Grading, Backfills, and Shaping	JOB	1	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00		\$ 40,000.00	100	\$ -
20	Seeding Drilling	Acres	11	\$ 3,300.00	\$ 35,640.00	0.6	\$ 1,980.00		\$ 1,980.00	6	\$ 33,660.00
21	Sodding	SF	500	\$ 2.00	\$ 1,000.00	800	\$ 1,600.00		\$ 1,600.00	160	\$ (600.00)
22	Hydroseeding	Acres	0.30	\$ 6,850.00	\$ 2,055.00	0.3	\$ 2,055.00		\$ 2,055.00	100	\$ -
23	Erosion Control Matting	SF	13,800	\$ 1.52	\$ 20,976.00	13,800	\$ 20,976.00		\$ 20,976.00	100	\$ -
24	Install, Maintain, Remove Silt Fence	LF	4,630	\$ 3.00	\$ 13,890.00	5,291	\$ 15,873.00		\$ 15,873.00	114	\$ (1,983.00)
25	Maintain NPDES, SWPPP, and All BMP's	JOB	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00		\$ 1,500.00	100	\$ -
26	Install, Maintain, Remove, Straw Waddle, Around Area	EA	22	\$ 250.00	\$ 5,500.00		\$ -		\$ -	0	\$ 5,500.00
27	Install, Maintain, Remove Inlet, Protection Around Open Throat Inlets	EA	12	\$ 250.00	\$ 3,000.00	12	\$ 3,000.00		\$ 3,000.00	100	\$ -
28	Install, Maintain, Remove, Construction Entrance	JOB	1	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00		\$ 7,500.00	100	\$ -
29	Storm Sewer Junction Box	EA	1	\$ 4,725.00	\$ 4,725.00	6	\$ 28,350.00		\$ 28,350.00	600	\$ (23,625.00)
30	6' Open Throat Inlet	EA	10	\$ 4,935.00	\$ 49,350.00	10	\$ 49,350.00		\$ 49,350.00	100	\$ -
31	Drive Over Grate Inlet	EA	2	\$ 4,620.00	\$ 9,240.00	1	\$ 4,620.00	-	\$ 4,620.00	50	\$ 4,620.00

A Item			B	C	D	E	F	G	H		I
Bid Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
32	Area Inlet	EA	22	\$ 3,833.00	\$ 84,326.00	22	\$ 84,326.00		\$ 84,326.00	100	\$ -
33	18" Flared End Section	EA	1	\$ 788.00	\$ 788.00	1	\$ 788.00	-	\$ 788.00	100	\$ -
34	15" Flared End Section	EA	2	\$ 630.00	\$ 1,260.00	2	\$ 1,260.00	-	\$ 1,260.00	100	\$ -
35	18" RCP Class III Storm Sewer Pipe	LF	39	\$ 53.00	\$ 2,067.00	39	\$ 2,067.00	-	\$ 2,067.00	100	\$ -
36	18" HDPE Storm Sewer Pipe with Sand Bedding	LF	152	\$ 45.00	\$ 6,840.00	152	\$ 6,840.00	-	\$ 6,840.00	100	\$ -
37	15" RCP Class III Storm Sewer Pipe	LF	740	\$ 46.00	\$ 34,040.00	740	\$ 34,040.00	-	\$ 34,040.00	100	\$ -
38	15" HDPE Storm Sewer Pipe with Sand Bedding	LF	645	\$ 39.00	\$ 25,155.00	645	\$ 25,155.00	-	\$ 25,155.00	100	\$ -
39	12" HDPE Storm Sewer Pipe with Sand Bedding	LF	311	\$ 36.00	\$ 11,196.00	311	\$ 11,196.00	-	\$ 11,196.00	100	\$ -
40	10" PVC Schedule 40 Storm Sewer Pipe	LF	1,832	\$ 38.00	\$ 69,616.00	1,832	\$ 69,616.00	-	\$ 69,616.00	100	\$ -
41	Over excavation and Crushed Concrete	TON	500	\$ 75.00	\$ 37,500.00		\$ -		\$ -	0	\$ 37,500.00
42	French Drain in STF	EA	3	\$ 3,045.00	\$ 9,135.00	3	\$ 9,135.00		\$ 9,135.00	100	\$ -
FO3.3	Remove Fencing, Dispose of wire, etc.	LS	-	\$ 3,850.00	\$ -	1	\$ 3,850.00		\$ 3,850.00	100	\$ (3,850.00)
FO4	Abandon Well and French Drain Revisions	LS	-	\$ 17,925.00	\$ -	1	\$ 17,925.00		\$ 17,925.00	100	\$ (17,925.00)
PROJECT A: SECTION 1: TOTAL (ITEMS 1 - 42)					\$ 1,404,180.00		\$ 1,363,654.00	\$ -	\$ 1,363,654.00		\$ 40,526.00
PROJECT A: SECTION 2: SANITARY SEWER (CIP 500-500-57200-24029)											
1	Sanitary Sewer Manhole	VF	66	\$ 510.00	\$ 33,660.00	85	\$ 43,350.00		\$ 43,350.00	129	\$ (9,690.00)
2	Connect to Existing Manhole	EA	2	\$ 945.00	\$ 1,890.00	2	\$ 1,890.00		\$ 1,890.00	100	\$ -
3	8" PVC SDR 26 Sanitary Sewer Main	LF	1,971	\$ 36.00	\$ 70,956.00	2,121	\$ 76,356.00		\$ 76,356.00	108	\$ (5,400.00)
4	8" PVC Restrained Joint Sewer Main	LF	90	\$ 69.00	\$ 6,210.00	160	\$ 11,040.00		\$ 11,040.00	178	\$ (4,830.00)
5	6" PVC Schedule 40 Sanitary Sewer Service Line With Plug and Post Marker	LF	265	\$ 28.00	\$ 7,420.00	294	\$ 8,232.00		\$ 8,232.00	111	\$ (812.00)
6	4" PVC Schedule 40 Sanitary Sewer Service Line With Plug and Post Marker	LF	813	\$ 26.00	\$ 21,138.00	824	\$ 21,424.00		\$ 21,424.00	101	\$ (286.00)
7	8" x 4" Sanitary Sewer Service Wye with Bend	EA	22	\$ 263.00	\$ 5,786.00	23	\$ 6,049.00		\$ 6,049.00	105	\$ (263.00)
8	8" x 6" Sanitary Sewer Service Wye with Bend	EA	6	\$ 342.00	\$ 2,052.00	7	\$ 2,394.00		\$ 2,394.00	117	\$ (342.00)
9	8" Plug	EA	1	\$ 158.00	\$ 158.00	1	\$ 158.00		\$ 158.00	100	\$ -
10	Testing	JOB	1	\$ 1,260.00	\$ 1,260.00	1	\$ 1,260.00		\$ 1,260.00	100	\$ -
11	Directional Bore 8th Street	LF	90	\$ 121.00	\$ 10,890.00	160	\$ 19,360.00		\$ 19,360.00	178	\$ (8,470.00)
PROJECT A: SECTION 2: TOTAL (ITEMS 1 - 11)					\$ 161,420.00		\$ 191,513.00	\$ -	\$ 191,513.00		\$ (30,093.00)
PROJECT A: SECTION 3 WATER (CIP 520-520-57200-24029)											
1	6" PVC DR 18 (C900) Water Main with Locator Wire	LF	2,590	\$ 36.00	\$ 93,240.00	2,590	\$ 93,240.00		\$ 93,240.00	100	\$ -
2	6" Tapping Tee	EA	3	\$ 1,680.00	\$ 5,040.00	3	\$ 5,040.00		\$ 5,040.00	100	\$ -
3	6" Tee	EA	11	\$ 378.00	\$ 4,158.00	11	\$ 4,158.00		\$ 4,158.00	100	\$ -
4	6" 90° Bend	EA	3	\$ 305.00	\$ 915.00	5	\$ 1,525.00		\$ 1,525.00	167	\$ (610.00)
5	6" Gate Valve with Roadway Box	EA	17	\$ 1,470.00	\$ 24,990.00	17	\$ 24,990.00		\$ 24,990.00	100	\$ -
6	6" Fire Hydrant	EA	7	\$ 5,040.00	\$ 35,280.00	8	\$ 40,320.00		\$ 40,320.00	114	\$ (5,040.00)
7	6" Plug	EA	2	\$ 105.00	\$ 210.00	2	\$ 210.00		\$ 210.00	100	\$ -
8	1" PE SDR 7 Water Service Line	LF	712	\$ 17.00	\$ 12,104.00	970	\$ 16,490.00		\$ 16,490.00	136	\$ (4,386.00)
9	1" Corporation Stop with Service Saddle	EA	22	\$ 289.00	\$ 6,358.00	23	\$ 6,647.00		\$ 6,647.00	105	\$ (289.00)
10	1" Curb Stop with Roadway Box	EA	22	\$ 363.00	\$ 7,986.00	23	\$ 8,349.00		\$ 8,349.00	105	\$ (363.00)
11	2" PE SDR 7 Water Service Saddle	LF	101	\$ 21.00	\$ 2,121.00	256	\$ 5,376.00		\$ 5,376.00	253	\$ (3,255.00)
12	2" Corporation Stop with Service Saddle	LF	6	\$ 578.00	\$ 3,468.00	7	\$ 4,046.00		\$ 4,046.00	117	\$ (578.00)
13	2" Curb Stop with Service Saddle	EA	6	\$ 630.00	\$ 3,780.00	7	\$ 4,410.00		\$ 4,410.00	117	\$ (630.00)
14	Adjust Water Valve to Grade	EA	4	\$ 210.00	\$ 840.00	9	\$ 1,890.00		\$ 1,890.00	225	\$ (1,050.00)
15	Remove and Reset Hydrant North Side of Trail	EA	3	\$ 1,155.00	\$ 3,465.00	4	\$ 4,620.00		\$ 4,620.00	133	\$ (1,155.00)
16	Testing and Disinfection	JOB	1	\$ 788.00	\$ 788.00	1	\$ 788.00		\$ 788.00	100	\$ -
PROJECT A: SECTION 3 TOTAL (ITEMS 1-16)					\$ 204,743.00		\$ 222,099.00	\$ -	\$ 222,099.00		\$ (17,356.00)

A			B	C	D	E	F	G	H		I
Item			Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
Bid Item No.	Description	Unit of Measure									
PROJECT B: COMMUNITY BUILDING SOUTH PARKING LOT (CIP 24-032)											
1	Mobilization	JOB	1	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00		\$ 20,000.00	100	\$ -
2	Traffic and Pedestrian Control	JOB	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
3	Curb or Grate Inlet Filter BMP	EA	7	\$ 300.00	\$ 2,100.00	7	\$ 2,100.00		\$ 2,100.00	100	\$ -
4	Remove Paving, Including Sawing	SY	2,943	\$ 12.00	\$ 35,316.00	3,158	\$ 37,896.00		\$ 37,896.00	107	\$ (2,580.00)
5	Remove Storm Sewer	LF	88	\$ 15.00	\$ 1,320.00	88	\$ 1,320.00		\$ 1,320.00	100	\$ -
6	Remove Storm Sewer Junction Box	EA	2	\$ 800.00	\$ 1,600.00	2	\$ 1,600.00		\$ 1,600.00	100	\$ -
7	Remove Grate Inlet Box	EA	2	\$ 800.00	\$ 1,600.00	2	\$ 1,600.00		\$ 1,600.00	100	\$ -
8	8" P.C. Concrete Street Paving, Type 47B-3500	NDOT SY	544	\$ 65.00	\$ 35,360.00	645	\$ 41,925.00		\$ 41,925.00	119	\$ (6,565.00)
9	7" P.C. Concrete Parking Lot Paving, NDOT Type 47B-3500	SY	2,166	\$ 62.00	\$ 134,292.00	2,185	\$ 135,470.00		\$ 135,470.00	101	\$ (1,178.00)
10	7" P.C. Concrete Island Paving with thickened edges, NDOT Type 47B-3500	SY	20	\$ 100.00	\$ 2,000.00	20	\$ 2,000.00		\$ 2,000.00	100	\$ -
11	6" P.C. Concrete Sleeper Pad, NDOT Type 47B-3500 (Rock)	SY	12	\$ 75.00	\$ 900.00	12	\$ 900.00		\$ 900.00	100	\$ -
12	5" P.C. Concrete Sidewalk Paving, NDOT Type 47B-3500	SY	82	\$ 65.00	\$ 5,330.00	334	\$ 21,710.00		\$ 21,710.00	407	\$ (16,380.00)
13	15" RCP Class III Storm Sewer Pipe	LF	33	\$ 63.00	\$ 2,079.00	33	\$ 2,079.00		\$ 2,079.00	100	\$ -
14	12" HDPE Storm Sewer	LF	99	\$ 48.00	\$ 4,752.00	99	\$ 4,752.00		\$ 4,752.00	100	\$ -
15	12" HDPE Perforated Storm Sewer Wrap and Base	LF	103	\$ 53.00	\$ 5,459.00	103	\$ 5,459.00		\$ 5,459.00	100	\$ -
16	Storm Sewer Junction Box	EA	4	\$ 5,250.00	\$ 21,000.00	4	\$ 21,000.00		\$ 21,000.00	100	\$ -
17	Combination Inlet	EA	1	\$ 5,250.00	\$ 5,250.00	1	\$ 5,250.00		\$ 5,250.00	100	\$ -
18	Grate Inlet	EA	1	\$ 4,410.00	\$ 4,410.00	1	\$ 4,410.00		\$ 4,410.00	100	\$ -
19	Beehive Inlet with Vertical Pipe	EA	4	\$ 1,575.00	\$ 6,300.00	4	\$ 6,300.00		\$ 6,300.00	100	\$ -
20	Adjust Water Valve to Grade	EA	1	\$ 250.00	\$ 250.00	2	\$ 500.00		\$ 500.00	200	\$ (250.00)
21	Pedestrian Crossing Sign with Arrow and Speed Table on Telespar Post	EA	2	\$ 400.00	\$ 800.00	2	\$ 800.00	-	\$ 800.00	100	\$ -
22	Pedestrian Crossing Ahead Sign on Telespar Post	EA	2	\$ 350.00	\$ 700.00	2	\$ 700.00	-	\$ 700.00	100	\$ -
23	Handicap Parking Sign on Telespar Post	EA	1	\$ 300.00	\$ 300.00		\$ -		\$ -	0	\$ 300.00
24	Handicap Parking with Van Accessible Sign on Telespar Post	EA	1	\$ 350.00	\$ 350.00		\$ -		\$ -	0	\$ 350.00
25	Public Parking Sign on Telespar Post	EA	1	\$ 350.00	\$ 350.00		\$ -		\$ -	0	\$ 350.00
26	Remove and Reset Sign with Telespar Post	EA	1	\$ 300.00	\$ 300.00	5	\$ 1,500.00		\$ 1,500.00	500	\$ (1,200.00)
27	Remove and Salvage Sign with Post	EA	1	\$ 200.00	\$ 200.00	1	\$ 200.00		\$ 200.00	100	\$ -
28	Amended Topsoil in Island	LS	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
29	Over excavation and Crushed Concrete	TON	300	\$ 75.00	\$ 22,500.00	45	\$ 3,375.00		\$ 3,375.00	15	\$ 19,125.00
30	30" Diameter Light Pole Base	EA	2	\$ 1,600.00	\$ 3,200.00	2	\$ 3,200.00		\$ 3,200.00	100	\$ -
31	Double LED Light Pole with Electrical Wiring Complete in Place	EA	3	\$ 7,100.00	\$ 21,300.00	2	\$ 14,200.00		\$ 14,200.00	67	\$ 7,100.00
32	1" PVC Conduit with Pull String	LF	140	\$ 5.00	\$ 700.00	140	\$ 700.00		\$ 700.00	100	\$ -
33	1" PVC Conduit with Electrical Wiring	LF	70	\$ 5.00	\$ 350.00	70	\$ 350.00		\$ 350.00	100	\$ -
34	Electrical Pull Box	EA	1	\$ 100.00	\$ 100.00	1	\$ 100.00		\$ 100.00	100	\$ -
PROJECT B: TOTAL (ITEMS 1 - 34)					\$ 345,468.00		\$ 346,396.00	\$ -	\$ 346,396.00		\$ (928.00)
GRAND TOTAL PROJECT A (SECTIONS 1-3) AND PROJECT B					\$ 2,115,811.00		\$ 2,123,662.00	\$ -	\$ 2,123,662.00		\$ (7,851.00)

4.E. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10741 06/03/2025	ABSALON ROBERT INVOICE	5.12.2025	ICE FOR SAMPLE	5.99	
			Total:	5.99	
			Net of 1 Invoices / 0 Checks	5.99	
10668 06/03/2025	ACCESS ELECTRICAL SYSTEMS INC. INVOICE	4458	INSTALL ASTRONOMICAL CLOCK FOR EXT LIGHTS, 1	760.00	
			Total:	760.00	
			Net of 1 Invoices / 0 Checks	760.00	
00116 06/03/2025	ACE HARDWARE & GARDEN CNT INVOICE	212135/5	CM CARTRIDGE FILTER	21.99	
06/03/2025	INVOICE	212142/5	WIRE PRIMARY 18 GA	21.24	
06/03/2025	INVOICE	211922/5	NUTS, BOLTS, SCREWS	2.80	
06/03/2025	INVOICE	211926/5	ROTOR SPRINKLER POPUP	13.99	
06/03/2025	INVOICE	211927/5	BICYCLE SAFETY FLAG	9.59	
06/03/2025	INVOICE	211957/5	RIVET ALUM, RIVET TOOL	41.57	
06/03/2025	INVOICE	211977/5	PRUNER	19.99	
06/03/2025	INVOICE	211979/5	SEAFOAM MOTOR TREATMENT	12.99	
06/03/2025	INVOICE	211985/5	SCRUB PAD, CHIP BRUSH, PAINT BRUSH	8.75	
06/03/2025	INVOICE	211989/5	SPRINKLER, RISER, SAFTY GLASSES	33.95	
06/03/2025	INVOICE	212004/5	HAMMER DRILL BIT	6.59	
06/03/2025	INVOICE	212008/5	HOSE BARB, WIRE BRUSH, THREAD SEAL, HOSE MEI	53.15	
06/03/2025	INVOICE	212016/5	DUAL AERATOR	17.99	
06/03/2025	INVOICE	212024/5	NZL ADJ PATTERN	7.18	
06/03/2025	INVOICE	212028/5	EYE GRAB HOOK, TREE FOOD	25.97	
06/03/2025	INVOICE	212065/5	RESCUE TAPE, FLEX TAPE, E600 ADH	45.57	
06/03/2025	INVOICE	212076/5	RESCUE TAPE	10.99	
06/03/2025	INVOICE	212085/5	SPRAY PAINT	15.98	
06/03/2025	INVOICE	212105/5	RSTP SPRAY SAFETY ORANGE	6.99	
06/03/2025	INVOICE	212104/5	CST IRN CONDITIONER, LP TANK	146.74	
06/03/2025	INVOICE	212107/5	CREDIT - LP TANK	(105.99)	
06/03/2025	INVOICE	212218/5	CLEAN CLOTH, METHOD GRANITE SPRAY	12.58	
06/03/2025	INVOICE	212242/5	PROPANE	44.55	
06/03/2025	INVOICE	212260/5	PUSH BROOM, GLOVES	74.87	
06/03/2025	INVOICE	212273/5	PAPER TOWELS	3.89	
06/03/2025	INVOICE	212281/5	ELEMENT WTR HTR	85.96	
06/03/2025	INVOICE	212286/5	CREDIT - ELEMENT WTR HTR	(45.98)	
06/03/2025	INVOICE	212153/5	MARKING PAINT	26.97	
06/03/2025	INVOICE	212172/5	NUTS, BOLTS, SCREWS	55.14	
06/03/2025	INVOICE	212181/5	HITCH BALL	13.99	
			Total:	689.99	
			Net of 30 Invoices / 0 Checks	689.99	
11185 06/03/2025	ALLO COMMUNICATONS INVOICE	2034309	TELEPHONE - S FIRE STATION, INTERNET - VAN 1	135.07	
			Total:	135.07	
			Net of 1 Invoices / 0 Checks	135.07	
01189 06/03/2025	AMERICAN RED CROSS INVOICE	22826621	LIFEGUARDING TRAINING	423.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	146,317.20	
			Net of 5 Invoices / 0 Checks	146,317.20	
03119	B-D CONSTRUCTION INC				
06/03/2025	INVOICE	4 FINAL	VAN BERG PRO SHOP RENO	11,894.90	
06/03/2025	INVOICE	15910	PROGRESS BILLING - GERRARD PARK RESTROOM/COI	11,300.00	
06/03/2025	INVOICE	15911	PROGRESS BILLING - ROSELAWN CEMETARY MAINTEN	12,200.00	
			Total:	35,394.90	
			Net of 3 Invoices / 0 Checks	35,394.90	
00461	BEHLEN TOWING LLC				
06/03/2025	INVOICE	35320	TOWING	150.00	
06/03/2025	INVOICE	26799	TOWING	150.00	
06/03/2025	INVOICE	35322	TOWING	150.00	
06/03/2025	INVOICE	35324	TOWING	325.00	
06/03/2025	INVOICE	35326	TOWING	150.00	
06/03/2025	INVOICE	35330	TOWING	150.00	
06/03/2025	INVOICE	35335	TOWING	150.00	
06/03/2025	INVOICE	35343	TOWING	150.00	
06/03/2025	INVOICE	34122	TOWING	150.00	
06/03/2025	INVOICE	35199	TOWING	150.00	
			Total:	1,675.00	
			Net of 10 Invoices / 0 Checks	1,675.00	
01315	BENESCH ALFRED & COMPANY				
06/03/2025	INVOICE	320233	LIFT STATION #15 WESTBROOK	5,183.18	
			Total:	5,183.18	
			Net of 1 Invoices / 0 Checks	5,183.18	
03256	BLACK HILLS ENERGY				
06/03/2025	INVOICE	2278 6168 20 MAY 2	NATURAL GAS	11.32	
			Total:	11.32	
			Net of 1 Invoices / 0 Checks	11.32	
10348	BLUE TO GOLD LLC				
06/03/2025	INVOICE	BKS-CPD-052025	NE SEARCH & SEIZURE SURVIVAL GUIDE	380.87	
			Total:	380.87	
			Net of 1 Invoices / 0 Checks	380.87	
01834	BOARDERS INN & SUITES				
06/03/2025	INVOICE	124364	NATALEE PORTER	269.90	
06/03/2025	INVOICE	124365	TROY EGGER	269.90	
06/03/2025	INVOICE	124366	ALEX HAYS	269.90	
06/03/2025	INVOICE	124367	DEREK SALAK	269.90	
			Total:	1,079.60	
			Net of 4 Invoices / 0 Checks	1,079.60	
00337	BOMGAARS				
06/03/2025	INVOICE	35507194	BOOT, FASTENERS	201.18	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/03/2025	INVOICE	35507683	CAUTION TAPE, GLOVES	85.92	
06/03/2025	INVOICE	35507257	TOMCAT PELLETS, HAND TRUCK	122.98	
06/03/2025	INVOICE	35507630	ANGLE VALVE	12.99	
06/03/2025	INVOICE	35508192	TRIMMER LINE, EZ-POUR SPOUT, OPTI-2 LUBRICAL	117.73	
06/03/2025	INVOICE	35511642	CONNECTORS	5.99	
06/03/2025	INVOICE	35511588	FASTENERS	2.78	
06/03/2025	INVOICE	35514317	CABLE TIES	13.98	
06/03/2025	INVOICE	35514098	FASTENERS	21.96	
06/03/2025	INVOICE	35516398	WASP & HORNET SPRAY, BULK BOLTS	112.03	
06/03/2025	INVOICE	35516392	BULK SEED, TIRE REPAIR KIT, MAX LAWN CRABGR	114.76	
06/03/2025	INVOICE	35518501	ENAMEL HARDENER	42.99	
06/03/2025	INVOICE	35520738	SPRINKLERS	39.98	
06/03/2025	INVOICE	35523584	WATER	7.18	
06/03/2025	INVOICE	35524396	SOCKET ADAPTER	9.98	
06/03/2025	INVOICE	35525269	PUMP SPRAYER	149.99	
06/03/2025	INVOICE	35514760	HITCH PIN & CLIP, BALL MOUNT	46.97	
06/03/2025	INVOICE	35516610	BULK BOLTS, FASTENERS	20.48	
06/03/2025	INVOICE	35523780	WEED SPRAYER WAND	53.49	
06/03/2025	INVOICE	35515332	BULK BOLTS, FASTENERS	27.85	
Total:				1,211.21	
Net of 20 Invoices / 0 Checks				1,211.21	
00240	BOUND TREE MEDICAL LLC				
06/03/2025	INVOICE	85783831	O2 RESUS PACK, SOFT STRETCHER, ECG ELECTRODI	853.24	
Total:				853.24	
Net of 1 Invoices / 0 Checks				853.24	
02513	BULKLEY JIM				
06/03/2025	INVOICE	5.22.2025	LARM MEETING - MILEAGE & PARKING	112.30	
Total:				112.30	
Net of 1 Invoices / 0 Checks				112.30	
10626	CAPITAL ONE - WALMART				
06/03/2025	INVOICE	03787	NTRL GLOVES, TRASH BAGS, 24 PK WATER	33.13	
06/03/2025	INVOICE	06626	KEYBOARD	21.48	
06/03/2025	INVOICE	03061	PLATES, WATER, CHEEZ IT, SP PB 18CT, 42 FIEI	76.11	
06/03/2025	INVOICE	01237	CLEANING SUPPLIES	3.97	
06/03/2025	INVOICE	03187	STORAGE GALLON	2.48	
06/03/2025	INVOICE	00047	4X6 BLANK, LINE UP CARD, STERLITE 5.5G	22.44	
06/03/2025	INVOICE	01485	FUN POPS, WASP SPRAY, DIG TIMER, SOAP BRUSH	252.25	
06/03/2025	INVOICE	01183	MMS MINI, NUTELLA, APPLES	32.07	
06/03/2025	INVOICE	00099	30CT SS, GV CHOC, GV BOW TIE	73.54	
06/03/2025	INVOICE	02755	BEACH TOWELS, RIBBON, CMD SM WIRE, TAKEALON	166.47	
Total:				683.94	
Net of 10 Invoices / 0 Checks				683.94	
00060	CDW GOVERNMENT				
06/03/2025	INVOICE	AE1G16K	2 - APC REPLACEMENT BATTERY CARTRIDGES	1,004.46	
Total:				1,004.46	
Net of 1 Invoices / 0 Checks				1,004.46	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02551 06/03/2025	CENTER FOR MUNICIPAL SOLUTIONS INVOICE	63884-003	COLUMBUS NE IND WEST VERIZON	1,100.00	
			Total:	1,100.00	
			Net of 1 Invoices / 0 Checks	1,100.00	
10795 06/03/2025 06/03/2025	CHESTERMAN COMPANY INVOICE INVOICE	11757287 1293151	DRINKS - PAWNEE PARK CONCESSIONS CREDIT - DASANI	2,731.46 (62.48)	
			Total:	2,668.98	
			Net of 2 Invoices / 0 Checks	2,668.98	
11287 06/03/2025	CITY-COUNTY COMMUNICATIONS INVOICE	4714	INDIVIDUAL MEMBERSHIP-MATT LINDBERG	400.00	
			Total:	400.00	
			Net of 1 Invoices / 0 Checks	400.00	
00036 06/03/2025 06/03/2025	COLUMBUS CUSTOM EMBROIDERY INVOICE INVOICE	E47415 E46954	LIGHTWEIGHT SNAG-PROOF TACTICA CLOTHING - GARBERS	200.00 105.00	
			Total:	305.00	
			Net of 2 Invoices / 0 Checks	305.00	
00127 06/03/2025 06/03/2025	COLUMBUS SCREEN PRINTING INVOICE INVOICE	036688 036690	T'S, HOODIES, ZIP HOODIES TANK TOPS	1,450.00 210.00	
			Total:	1,660.00	
			Net of 2 Invoices / 0 Checks	1,660.00	
03142 06/03/2025	COLUMBUS STEEL SUPPLY INVOICE	150907	SQ TUBING	170.75	
			Total:	170.75	
			Net of 1 Invoices / 0 Checks	170.75	
11346 06/03/2025	C-R MENN CONCRETE LLC INVOICE	2	11TH STREET SIDEWALK IMPROVEMENTS	79,371.97	
			Total:	79,371.97	
			Net of 1 Invoices / 0 Checks	79,371.97	
10438 06/03/2025	CRANE RIVER THEATER INVOICE	2266	PAGE TO STAGE	450.00	
			Total:	450.00	
			Net of 1 Invoices / 0 Checks	450.00	
03149 06/03/2025 06/03/2025 06/03/2025 06/03/2025	CULLIGAN OF COLUMBUS INVOICE INVOICE INVOICE INVOICE	294257 293807 294241 294292	5 GALLON BOTTLED WATER SERVICE LABOR 5 GALLON BOTTLED WATER DELIVERED SALT PICKED UP	14.00 75.00 23.00 551.25	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/03/2025	INVOICE	294363	SALT SOLAR DELIVERED	54.00	
06/03/2025	INVOICE	294447	DI REGENERATION	417.80	
			Total:	1,135.05	
			Net of 6 Invoices / 0 Checks	1,135.05	
01539	D & K PRODUCTS				
06/03/2025	INVOICE	89299IN	QUICKSILVER T&O HERBICIDE	1,898.64	
06/03/2025	INVOICE	89297IN	INSECTICIDE, HERBICIDE	2,313.00	
06/03/2025	INVOICE	89298IN	IGNITION HAMMERDOWN 3-WAY HERBICIDE	275.00	
			Total:	4,486.64	
			Net of 3 Invoices / 0 Checks	4,486.64	
03279	DAS STATE ACCOUNTING				
06/03/2025	INVOICE	1480045	MONTHLY NETWORK CHARGES	1,356.79	
06/03/2025	INVOICE	1479997	MONTHLY NETWORK CHARGES	307.20	
			Total:	1,663.99	
			Net of 2 Invoices / 0 Checks	1,663.99	
01594	DIGITAL-ALLY INC				
06/03/2025	INVOICE	1126819	30 - CHARGER KITS	4,270.00	
			Total:	4,270.00	
			Net of 1 Invoices / 0 Checks	4,270.00	
00374	DUNBAR DOUGLAS				
06/03/2025	INVOICE	5.01.2025	LIQUOR COMMISSIONS	6,833.27	
			Total:	6,833.27	
			Net of 1 Invoices / 0 Checks	6,833.27	
03158	EAKES OFFICE SOLUTIONS				
06/03/2025	INVOICE	9146547-0	PAPER	58.00	
06/03/2025	INVOICE	9143356-0	LINERS, BATH TISSUE, PAPER TOWELS	366.96	
06/03/2025	INVOICE	INV651206	COPIER CONTRACT	191.81	
06/03/2025	INVOICE	INV651799	COPIER CONTRACT	200.20	
06/03/2025	INVOICE	INV651800	COPIER CONTRACT	341.91	
06/03/2025	INVOICE	INV652352	COPIER CONTRACT	130.28	
06/03/2025	INVOICE	9139913-0	POST-IT LINED	14.99	
06/03/2025	INVOICE	9145185-0	LAMINATE, POUCH, PEN/PENCIL	102.32	
06/03/2025	INVOICE	9145629-0	PAPER, LTR	12.60	
06/03/2025	INVOICE	9145630-0	PAPER, LTR	47.10	
06/03/2025	INVOICE	9143356-1	LINERS	163.48	
			Total:	1,629.65	
			Net of 11 Invoices / 0 Checks	1,629.65	
11244	EGAN SUPPLY CO				
06/03/2025	INVOICE	401079	ABSOLUTE H2 ORANGE, FOAMING ATTACHMENT, DIS:	906.15	
			Total:	906.15	
			Net of 1 Invoices / 0 Checks	906.15	
03161	ELECTRICAL ENGINEERING &				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/03/2025	INVOICE	8856242-00	ELECTRIC COVER	209.99	
			Total:	209.99	
			Net of 1 Invoices / 0 Checks	209.99	
01597	ELECTRONIC ENGINEERING				
06/03/2025	INVOICE	853005821-1	PA ANTENNA INSTALL	1,164.44	
06/03/2025	INVOICE	853005769-1	UNIT #213 - INSTALL NEW LIGHTBAR	2,614.34	
06/03/2025	INVOICE	853005133-1	PROGRAM 79 MOTOROLA RADIOS, INSTALL MOBILE 1	11,244.00	
06/03/2025	INVOICE	855002402-1	APX REMOTE SPEAKER MICROPHONE	105.68	
			Total:	15,128.46	
			Net of 4 Invoices / 0 Checks	15,128.46	
03165	FASTENAL COMPANY				
06/03/2025	INVOICE	NECOL259169	DROP-IN 3/8	270.72	
06/03/2025	INVOICE	NECOL259201	DROP-IN 3/8	270.72	
			Total:	541.44	
			Net of 2 Invoices / 0 Checks	541.44	
10947	FOUNTAIN PEOPLE INC				
06/03/2025	INVOICE	0084002-IN	GASKET, EDGE-GRIP	106.74	
			Total:	106.74	
			Net of 1 Invoices / 0 Checks	106.74	
10766	FUN EXPRESS LLC				
06/03/2025	INVOICE	73706872201	FOAM SHAPES, WIND CHIMES, PAINT PENS, FABRI	511.43	
			Total:	511.43	
			Net of 1 Invoices / 0 Checks	511.43	
00459	GALE				
06/03/2025	INVOICE	999100401168	MATERIALS	27.74	
			Total:	27.74	
			Net of 1 Invoices / 0 Checks	27.74	
03174	GEHRING CONSTRUCTION &				
06/03/2025	INVOICE	83466	10TH STREET & 12TH AVE	545.25	
06/03/2025	INVOICE	83515	30% LIMESTONE - 20%SLAG BLEND	77.25	
06/03/2025	INVOICE	83619	560 33RD AVE	672.13	
06/03/2025	INVOICE	15	VITALITY VILLAGE SUBDIVISION & COMMUNITY BLI	28,517.00	
06/03/2025	INVOICE	83600	11TH AVE & 3RD STREET	191.50	
			Total:	30,003.13	
			Net of 5 Invoices / 0 Checks	30,003.13	
03178	GERHOLD CONCRETE COMPANY				
06/03/2025	INVOICE	517899	38TH ST & 43RD AVE IN FRONT OF YMCA	186.24	
06/03/2025	INVOICE	518633	10TH ST & 12TH AVE	148.99	
			Total:	335.23	
			Net of 2 Invoices / 0 Checks	335.23	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02594 06/03/2025	GREAT PLAINS BUILDING SUPPLY INVOICE	2505-540018	ATHLETIC FIELD MARKER	608.16	
			Total:	608.16	
			Net of 1 Invoices / 0 Checks	608.16	
02075 06/03/2025	GREAT PLAINS COMMUNICATIONS INVOICE	125755 996-426-002	INTERNET 6/01 - 6/30	209.95	
			Total:	209.95	
			Net of 1 Invoices / 0 Checks	209.95	
02904 06/03/2025	GUNSLINGERS LLC INVOICE	27747	ALS PADDLE HOLSTER - FULLER QM	60.00	
			Total:	60.00	
			Net of 1 Invoices / 0 Checks	60.00	
10556 06/03/2025	H2 EQUIPMENT LLC INVOICE	INV-6591	REPAIR/RESEAL BLACK HYD CYLINDER	394.45	
			Total:	394.45	
			Net of 1 Invoices / 0 Checks	394.45	
03183 06/03/2025	HADLEY-BRAITHWAIT COMPANY INVOICE	233484	ANTIBACTERIAL SOAP, TOILET PAPER	135.90	
06/03/2025	INVOICE	233434	CENTER PULL TOWELS	99.90	
06/03/2025	INVOICE	233328	TOILET PAPER	99.90	
06/03/2025	INVOICE	233432	CENTER PULL TOWELS	49.95	
			Total:	385.65	
			Net of 4 Invoices / 0 Checks	385.65	
00272 06/03/2025	HAWKINS INC INVOICE	7069248	CHEMICALS	4,383.81	
06/03/2025	INVOICE	7076248	CHEMICALS	8,596.10	
			Total:	12,979.91	
			Net of 2 Invoices / 0 Checks	12,979.91	
10271 06/03/2025	HD SUPPLY INVOICE	865467286	PAPER TOWELS, DAWN, BATHROOM TISSUE, FLOOR (349.86	
06/03/2025	INVOICE	864626890	VEHICLE WASH	44.67	
			Total:	394.53	
			Net of 2 Invoices / 0 Checks	394.53	
03185 06/03/2025	HDR ENGINEERING INC INVOICE	1200721647	8TH ST & 12TH AVE INTERSECTION DESIGN	3,968.26	
06/03/2025	INVOICE	1200718874	COLUMBUS SAFE STREETS & ROADS FOR ALL	28,639.84	
			Total:	32,608.10	
			Net of 2 Invoices / 0 Checks	32,608.10	
02912 06/03/2025	HEATH AMANDA INVOICE	1	FACE PAINTING & BALLOON ART	400.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	400.00	
			Net of 1 Invoices / 0 Checks	400.00	
01122	HOA SOLUTIONS INC				
06/03/2025	INVOICE	12715	REMOTE SERVICE - NEW WELL TRANSDUCER	749.00	
			Total:	749.00	
			Net of 1 Invoices / 0 Checks	749.00	
00150	HOMETOWN LEASING				
06/03/2025	INVOICE	10	COPIER LEASE PAYMENT	232.93	
06/03/2025	INVOICE	5	COPIER LEASE PAYMENT	130.21	
06/03/2025	INVOICE	3	COPIER LEASE PAYMENT - CITY HALL	271.19	
06/03/2025	INVOICE	1	COPIER LEASE	74.26	
			Total:	708.59	
			Net of 4 Invoices / 0 Checks	708.59	
03194	INGRAM LIBRARY SERVICES, INC				
06/03/2025	INVOICE	87891921	MATERIALS	177.07	
06/03/2025	INVOICE	87914174	MATERIALS	137.28	
06/03/2025	INVOICE	87936582	MATERIALS	269.51	
06/03/2025	INVOICE	88024925	MATERIALS	134.71	
06/03/2025	INVOICE	88040123	MATERIALS	61.53	
06/03/2025	INVOICE	88040124	MATERIALS	298.65	
06/03/2025	INVOICE	88126509	MATERIALS	121.17	
06/03/2025	INVOICE	88162110	MATERIALS	648.48	
06/03/2025	INVOICE	88211178	MATERIALS	131.43	
06/03/2025	INVOICE	88248000	MATERIALS	121.65	
06/03/2025	INVOICE	88286179	MATERIALS	975.15	
			Total:	3,076.63	
			Net of 11 Invoices / 0 Checks	3,076.63	
11356	INNOVATIVE DRONE SOLUTIONS				
06/03/2025	INVOICE	109	FAA PART 107 PREP COURSE JUNE 16TH-17TH	590.00	
			Total:	590.00	
			Net of 1 Invoices / 0 Checks	590.00	
01375	INTERNATIONAL CODE COUNCIL INC				
06/03/2025	INVOICE	1002076660	21 IRC & IBC SOFT/TABS COMBO, IBC HANDBOOK	480.50	
			Total:	480.50	
			Net of 1 Invoices / 0 Checks	480.50	
03199	JACKSON SERVICES INC				
06/03/2025	INVOICE	5564301	UNIFORMS	134.83	
06/03/2025	INVOICE	5563322	MATS, MOPS, POLISH TOWEL, WINDSHIELD WIPES,	141.82	
06/03/2025	INVOICE	5563326	SHOP TOWELS ORANGE, UNIFORMS	295.12	
06/03/2025	INVOICE	5563328	SOAP FOAM - BAG	36.00	
06/03/2025	INVOICE	5563341	MATS, ROLLER TOWELS, UNIFORMS	136.92	
06/03/2025	INVOICE	5563342	UNIFORMS	99.31	
06/03/2025	INVOICE	5563343	MAT, BAR TOWELS, SHOP TOWELS ORANGE	26.52	
06/03/2025	INVOICE	5563344	UNIFORMS	27.18	
06/03/2025	INVOICE	5563350	MOPS, MATS	62.46	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/03/2025	INVOICE	5557076	BAR MOP, MICROFIBER TOWEL, APRON	56.06	
06/03/2025	INVOICE	5557079	UNIFORMS	26.10	
06/03/2025	INVOICE	5557080	UNIFORMS	76.53	
06/03/2025	INVOICE	5557104	TEA TOWELS, BAR MOPS, RAGS	69.68	
06/03/2025	INVOICE	5559051	UNIFORMS	286.22	
06/03/2025	INVOICE	5559061	UNIFORMS	99.11	
06/03/2025	INVOICE	5559062	UNIFORMS	99.31	
06/03/2025	INVOICE	5559063	MAT	3.22	
06/03/2025	INVOICE	5559064	UNIFORMS	27.18	
06/03/2025	INVOICE	5560742	UNIFORMS	134.83	
06/03/2025	INVOICE	5559007	RAGS - BAR MOP	30.00	
06/03/2025	INVOICE	5561399	MATS	85.63	
06/03/2025	INVOICE	5561406	UNIFORMS	26.10	
06/03/2025	INVOICE	5561407	UNIFORMS	76.53	
06/03/2025	INVOICE	5567238	BAR MOPS, MICROFIBER TOWELS, APRONS	56.09	
06/03/2025	INVOICE	5567241	UNIFORMS	26.13	
06/03/2025	INVOICE	5567242	UNIFORMS	76.56	
06/03/2025	INVOICE	5567243	MAT	25.53	
06/03/2025	INVOICE	5567268	TEA TOWELS, BAR MOPS	49.71	
Total:				2,290.68	
Net of 28 Invoices / 0 Checks				2,290.68	
11359	KAVANAUGH ALYSON				
06/03/2025	INVOICE	TRAX	TELLING STORIES - INDI/FOLK MUSICIAN	300.00	
Total:				300.00	
Net of 1 Invoices / 0 Checks				300.00	
03202	KELLY SUPPLY COMPANY				
06/03/2025	INVOICE	S12305176-0	SLIP FLANGE, FULL FACE FLANGE GASKET	44.28	
06/03/2025	INVOICE	S12305186-0	SOLID FLANGE, SPIGOT, BUSHING, GASKET, PIPE	412.37	
06/03/2025	INVOICE	S12305197-0	PLUMBING CEMENT & PRIMER	32.26	
Total:				488.91	
Net of 3 Invoices / 0 Checks				488.91	
01644	KEYES KELLI				
06/03/2025	INVOICE	5.15.2025	MILEAGE - CONFERENCE IN SEWARD	72.80	
Total:				72.80	
Net of 1 Invoices / 0 Checks				72.80	
10417	KIDWELL INC.				
06/03/2025	INVOICE	268949	MITEL SWA - SOFTWARE ASSURANCE - RENEWAL 3	9,001.52	
Total:				9,001.52	
Net of 1 Invoices / 0 Checks				9,001.52	
03206	KOCH EXCAVATING CO INC				
06/03/2025	INVOICE	38295	RIP RAP	3,621.15	
06/03/2025	INVOICE	38220	MULCH - CITY HALL, SAND - PARKS	992.90	
Total:				4,614.05	
Net of 2 Invoices / 0 Checks				4,614.05	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00012	LAKEVIEW SMALL ENGINE INC				
06/03/2025	INVOICE	056683	BLADE SCAG 72"	104.79	
06/03/2025	INVOICE	056685	CARBURETOR KIT, FILTER, HOSE, MODULE	224.90	
			Total:	329.69	
			Net of 2 Invoices / 0 Checks	329.69	
01262	LIFEGUARD MD				
06/03/2025	INVOICE	18952	AED BATTERY & PADS	542.00	
			Total:	542.00	
			Net of 1 Invoices / 0 Checks	542.00	
11121	LOCABLE				
06/03/2025	INVOICE	0015475	COORDINATE PLAN - ANNUAL PREPAY	1,308.00	
			Total:	1,308.00	
			Net of 1 Invoices / 0 Checks	1,308.00	
00014	LYNN PEAVEY COMPANY				
06/03/2025	INVOICE	418358	CHEM SK WET PRINT WHT/BLK COM KIT	138.12	
			Total:	138.12	
			Net of 1 Invoices / 0 Checks	138.12	
03215	M & O DOOR PRODUCTS LLC				
06/03/2025	INVOICE	IN108029	WS, BOTTOM GRAY	120.30	
			Total:	120.30	
			Net of 1 Invoices / 0 Checks	120.30	
02806	MACQUEEN EQUIPMENT				
06/03/2025	INVOICE	P00517	GAUGE	170.96	
			Total:	170.96	
			Net of 1 Invoices / 0 Checks	170.96	
03078	MCMaster-CARR				
06/03/2025	INVOICE	45638261	STAINLESS STEEL HEX NUT	46.88	
			Total:	46.88	
			Net of 1 Invoices / 0 Checks	46.88	
02371	MEADOW RIDGE PROPERTIES, LLC				
06/03/2025	INVOICE	1091	EXCAVATE AROUND MANHOLE	940.00	
			Total:	940.00	
			Net of 1 Invoices / 0 Checks	940.00	
10692	MEDLINE INDUSTRIES INC				
06/03/2025	INVOICE	2371619601	CUFF, FLEXIPOINT	155.67	
			Total:	155.67	
			Net of 1 Invoices / 0 Checks	155.67	
03220	MENARDS				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/03/2025	INVOICE	27007	BLASTER PENETRANT, BLEACH RESIST SPRAYER, FI	24.30	
06/03/2025	INVOICE	27012	HDG WDG ANCHOR, 1.88"X 60YD, 2" SCH40 90 D	80.48	
06/03/2025	INVOICE	26914	HEX BOLT 24 PC, SOLID CORE ANCHOR	63.19	
06/03/2025	INVOICE	26937	LOCK WASHERS, FLAT WASHERS, HEX BOLTS	94.53	
06/03/2025	INVOICE	26932	GLASS CLEANER	3.55	
06/03/2025	INVOICE	26870	WD-40, EARPLUGS, BRAKE CLEANER	47.15	
06/03/2025	INVOICE	26863	500' PULL LINE	11.89	
06/03/2025	INVOICE	26849	1/4" GRAB HOOK W/CLEVIS	11.96	
06/03/2025	INVOICE	27098	EZ TOGGLE, TEKS 10X1-1/2 HWH DRILL, INDUST :	20.41	
06/03/2025	INVOICE	26759	FINAL CHARGE 50/50	42.81	
06/03/2025	INVOICE	27527	CAUTION TAPE, MICROFIBER CLOTHS, 36" WHITE :	32.96	
06/03/2025	INVOICE	27573	WOODEN CARS, GIANT 4 IN A ROW	73.97	
06/03/2025	INVOICE	27265	SPLASH DE-BUG, METAL SQUEEGEE	21.39	
06/03/2025	INVOICE	27362	HEX BOLT 24PC	19.84	
06/03/2025	INVOICE	27413	LOCK WASHERS, FLAT WASHERS, HEX BOLTS	77.37	
06/03/2025	INVOICE	27428	DEHUMIDIFIER, ZEP CLEANER, CUTTING PLIER	190.10	
06/03/2025	INVOICE	27409	MIRROR, GLOVES	22.93	
Total:				838.83	
Net of 17 Invoices / 0 Checks				838.83	
03222	MID-AMERICAN RESEARCH				
06/03/2025	INVOICE	0849083-IN	URINAL SCREENS	126.00	
06/03/2025	INVOICE	0848486-IN	BOWL CLEANER	600.00	
06/03/2025	INVOICE	0849448-IN	HI-FOAM ADV ANTIBACT HAND CLEANER	119.00	
06/03/2025	INVOICE	0849084-IN	ACR MP ACID RPL CONCENTRATE, URINAL SCREENS	233.00	
Total:				1,078.00	
Net of 4 Invoices / 0 Checks				1,078.00	
00487	MIDWEST TAPE LLC				
06/03/2025	INVOICE	507219906	DVD'S	56.22	
Total:				56.22	
Net of 1 Invoices / 0 Checks				56.22	
11354	MORK CURTIS				
06/03/2025	INVOICE	001-2025	LEGO PRESENTATION: SAT. JUNE 14TH	300.00	
Total:				300.00	
Net of 1 Invoices / 0 Checks				300.00	
03230	MOTION INDUSTRIES INC				
06/03/2025	INVOICE	NE07-00528829	CLOSE CPLD ELEMENT	518.93	
06/03/2025	INVOICE	NE07-00528816	4 DIGIT DOT PLACARDS, MAGNET 7X10	87.01	
06/03/2025	INVOICE	NE07-00528709	FILTERS	366.48	
Total:				972.42	
Net of 3 Invoices / 0 Checks				972.42	
10225	NAPA AUTO PARTS OF COLUMBUS				
06/03/2025	INVOICE	760699	SLIDE TERMINAL	3.67	
Total:				3.67	
Net of 1 Invoices / 0 Checks				3.67	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00444 06/03/2025	NEBRASKA PUBLIC HEALTH INVOICE	590737	TESTING & SUPPLIES	605.00	
			Total:	605.00	
			Net of 1 Invoices / 0 Checks	605.00	
03246 06/03/2025	NORTHEAST NEBRASKA ECONOMIC INVOICE	7	23-DTR-003	1,620.00	
			Total:	1,620.00	
			Net of 1 Invoices / 0 Checks	1,620.00	
03248 06/03/2025	NOVICKI FIRE PREVENTION SERVC INVOICE	074-25	YEARLY INSPECTION	360.00	
06/03/2025	INVOICE	075-25	2 - LARGE HEAVY DUTY FIRE EXTINGUISHERS	66.00	
06/03/2025	INVOICE	091-25	YEARLY INSPECTION - AQUATIC CENTER	122.00	
06/03/2025	INVOICE	092-25	YEARLY INSPECTION - PAWNEE PLUNGE	69.00	
			Total:	617.00	
			Net of 4 Invoices / 0 Checks	617.00	
03249 06/03/2025	OCCUPATIONAL HEALTH SERV INVOICE	81187	DRUG SCREEN, PRE-EMPLOYMENT	837.00	
06/03/2025	INVOICE	81472	VACCINATIONS	237.00	
06/03/2025	INVOICE	81188	DRUG SCREEN - PRE-EMPLOYMENT	75.00	
06/03/2025	INVOICE	81186	DRUG SCREENS	3,726.00	
06/03/2025	INVOICE	81470	DRUG SCREENS	1,635.00	
06/03/2025	INVOICE	81189	DRUG SCREEN, PHYSICAL EXAM	880.00	
06/03/2025	INVOICE	81471	DRUG SCREEN	352.00	
			Total:	7,742.00	
			Net of 7 Invoices / 0 Checks	7,742.00	
00761 06/03/2025	OLIVER PACKAGING & EQUIPMENT INVOICE	245550	2C AND 3C TRAYS FOR HDM	5,218.40	
06/03/2025	INVOICE	245498	FILM ROLLS FOR HDM TRAYS	490.24	
			Total:	5,708.64	
			Net of 2 Invoices / 0 Checks	5,708.64	
11363 06/03/2025	OMNI TITLE SERVICES LLC INVOICE	2401499-OTS	4015 S 9TH STREET	202,602.64	
06/03/2025	INVOICE	2401500-OTS	3825 S 9TH STREET	208,480.25	
			Total:	411,082.89	
			Net of 2 Invoices / 0 Checks	411,082.89	
00176 06/03/2025	O'REILLY AUTOMOTIVE INC INVOICE	0681-341094	POWER SOCKET	8.58	
06/03/2025	INVOICE	0681-341803	SYNO-20 MOTOR OIL	43.06	
06/03/2025	INVOICE	0681-341806	CREDIT - RETURN HISYN0-20 MOTOR OIL	(0.60)	
06/03/2025	INVOICE	0681-341063	A/C O-RINGS	13.40	
06/03/2025	INVOICE	0681-341011	QT PAG OIL	28.64	
06/03/2025	INVOICE	0681-342159	QT GEAR LUBE, THREAD LOCK	53.95	
06/03/2025	INVOICE	0681-342240	ANTI FREEZE	22.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	170.02	
			Net of 7 Invoices / 0 Checks	170.02	
00139	PENWORTHY COMPANY				
06/03/2025	INVOICE	0608456-IN	BOOKS	785.70	
			Total:	785.70	
			Net of 1 Invoices / 0 Checks	785.70	
00345	PETE LIEN & SONS INC.				
06/03/2025	INVOICE	CD99298406	QUICKLIME FINES	6,772.97	
06/03/2025	INVOICE	CD99293641	QUICKLIME FINES	6,465.22	
			Total:	13,238.19	
			Net of 2 Invoices / 0 Checks	13,238.19	
10942	PHENOVA INC				
06/03/2025	INVOICE	215870	WP MICRO QUANTITATIVE	252.64	
			Total:	252.64	
			Net of 1 Invoices / 0 Checks	252.64	
10649	PINNACLE BANK				
06/03/2025	INVOICE	5.15.2025	SAFE DEPOSIT RENT	90.00	
			Total:	90.00	
			Net of 1 Invoices / 0 Checks	90.00	
11195	PLAYAWAY PRODUCTS LLC				
06/03/2025	INVOICE	500688	WONDERBOOKS	2,586.58	
06/03/2025	INVOICE	501118	KNIGHT OWL	60.99	
			Total:	2,647.57	
			Net of 2 Invoices / 0 Checks	2,647.57	
00193	POWER PLAN				
06/03/2025	INVOICE	2427271	MURPHY TRACTOR - ELECTRICAL REPAIRS JOHN DEI	1,830.84	
			Total:	1,830.84	
			Net of 1 Invoices / 0 Checks	1,830.84	
02926	POWER TECH LLC				
06/03/2025	INVOICE	82868305	GENERATOR SERVICE AGREEMENT	1,004.00	
06/03/2025	INVOICE	82868335	GENERATOR SERVICE AGREEMENT	1,345.00	
			Total:	2,349.00	
			Net of 2 Invoices / 0 Checks	2,349.00	
01829	PPG ARCHITECTURAL FINISHES INC				
06/03/2025	INVOICE	836620006654	48 - WHITE	3,432.00	
			Total:	3,432.00	
			Net of 1 Invoices / 0 Checks	3,432.00	
02415	PRECISION CONCRETE CUTTING				
06/03/2025	INVOICE	1538	TRIP HAZARD REMOVAL	9,237.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	9,237.00	
			Net of 1 Invoices / 0 Checks	9,237.00	
10964	PROVANTAGE ACCOUNTING				
06/03/2025	INVOICE	9858602	HP ELITE BOOK, USB-C DOCK, SERIES 5 PRO 524:	2,440.00	
06/03/2025	INVOICE	9858603	DELL PRO RUGGD 14 RB14250 CORE ULTRA	2,065.00	
06/03/2025	INVOICE	9860921	HP 3YR PREMIUM ONSITE NOTEBOOK	142.00	
			Total:	4,647.00	
			Net of 3 Invoices / 0 Checks	4,647.00	
10416	QUADIENT LEASING USA, INC.				
06/03/2025	INVOICE	Q1864826	LEASE PAYMENT	681.00	
			Total:	681.00	
			Net of 1 Invoices / 0 Checks	681.00	
03264	REARDON LAWN & GARDEN INC				
06/03/2025	INVOICE	15524	REPAIR TRIMMER	97.64	
06/03/2025	INVOICE	15755	PULL ROPE	4.95	
06/03/2025	INVOICE	15676	BEARING, BUSHING, CARRIAGE BOLT	47.94	
06/03/2025	INVOICE	15876	HEX BOLT - FLANGE	29.94	
06/03/2025	INVOICE	15481	REPLACED THROTTLE TRIGGER & CABLE	171.12	
06/03/2025	INVOICE	15761	SERVICED STIHL TRIMMER	91.33	
			Total:	442.92	
			Net of 6 Invoices / 0 Checks	442.92	
11361	RILEY JAKE L				
06/03/2025	INVOICE	TRAX	TELLING STORIES - WESTERN POET	300.00	
			Total:	300.00	
			Net of 1 Invoices / 0 Checks	300.00	
10619	RIVER VALLEY TIRE SERVICE LLC				
06/03/2025	INVOICE	150813	TIRE REPAIR	15.00	
			Total:	15.00	
			Net of 1 Invoices / 0 Checks	15.00	
11362	RSVP DESIGNS				
06/03/2025	INVOICE	COC3	SCULPTURE WALK BROCHURE	484.00	
			Total:	484.00	
			Net of 1 Invoices / 0 Checks	484.00	
03269	SACKETT ELECTRIC INC				
06/03/2025	INVOICE	25-7762	TROUBLESHOOT BKR TRIPPING IN CART BARN	563.81	
06/03/2025	INVOICE	25-7763	TRACE PROBLEM TO COURSE SPRINKLER CONTROLLE	1,325.40	
06/03/2025	INVOICE	25-7767	REPAIR DAMAGED CONDUIT & WIRING TO GAS PUMP:	817.27	
			Total:	2,706.48	
			Net of 3 Invoices / 0 Checks	2,706.48	
02805	SCHEMMER ASSOCIATES INC.				
06/03/2025	INVOICE	009071.001-14	23RD STREET WATER & SEWER CONSTRUCTION INSP	29,638.74	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	29,638.74	
			Net of 1 Invoices / 0 Checks	29,638.74	
03271	SCHIEFFER SIGNS INC				
06/03/2025	INVOICE	49451	SIGNS	452.50	
06/03/2025	INVOICE	49450	SET OF BRUSHED METAL LETTERS	769.00	
			Total:	1,221.50	
			Net of 2 Invoices / 0 Checks	1,221.50	
00156	SEALOCK GREG				
06/03/2025	INVOICE	5.22.2025	POLYGRAPH EXAMINATION	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
00171	SETTJE PLUMBING				
06/03/2025	INVOICE	16062	UNJAMMED DISPOSAL	80.00	
			Total:	80.00	
			Net of 1 Invoices / 0 Checks	80.00	
10492	SHELBY LUMBER CO INC.				
06/03/2025	INVOICE	151921	PAWNEE PARK EAST & WEST SHELTER ROOF REPLACI	40,000.00	
			Total:	40,000.00	
			Net of 1 Invoices / 0 Checks	40,000.00	
03276	SHERWIN-WILLIAMS CO				
06/03/2025	INVOICE	3712-4	PAINT - PAWNEE PLUNGE	184.54	
06/03/2025	INVOICE	3726-4	1/4X7' HOSE	62.99	
06/03/2025	INVOICE	4125-3	PAINT - PAWNEE PLUNGE	38.72	
			Total:	286.25	
			Net of 3 Invoices / 0 Checks	286.25	
01090	SHEVLIN SUPPLY				
06/03/2025	INVOICE	8247	CENTERPULL TOWEL, BATH TISSUE, ROLL TOWEL, :	581.46	
06/03/2025	INVOICE	8232	BATH TISSUE, M/F TOWEL, HAND SOAP	129.53	
06/03/2025	INVOICE	8241	M/F TOWELS	76.58	
06/03/2025	INVOICE	8251	BATH TISSUE, SHAMPOO, HAND SOAP	574.06	
			Total:	1,361.63	
			Net of 4 Invoices / 0 Checks	1,361.63	
11134	SHIRTS ARE US LLC				
06/03/2025	INVOICE	1041	CANDIDATE SHIRTS	110.00	
			Total:	110.00	
			Net of 1 Invoices / 0 Checks	110.00	
11357	SKYDIO INC				
06/03/2025	INVOICE	INV-112785	2 DRONES - HARDWARE & PERPETUAL SOFTWARE	60,015.74	
			Total:	60,015.74	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	60,015.74	
11269 06/03/2025	SNAP-ON INDUSTRIAL INVOICE	ARV/64702482	DIAG THERMAL IMAGER PLUS	1,660.62	
			Total:	1,660.62	
			Net of 1 Invoices / 0 Checks	1,660.62	
10595 06/03/2025	STANARD & ASSOCIATES INC. INVOICE	SA000061460	OFFICER SELECTION TEST	257.50	
			Total:	257.50	
			Net of 1 Invoices / 0 Checks	257.50	
02720 06/03/2025	STRING BEANS LTD INVOICE	6.03.2025	PERFORMANCE JUNE 6TH 2025	975.00	
			Total:	975.00	
			Net of 1 Invoices / 0 Checks	975.00	
02204 06/03/2025 06/03/2025	STRYKER SALES LLC INVOICE INVOICE	9209292844 9209255536	ASSY DOCKING STATION LARYNGOSCOPE, BLADES	3,520.00 328.50	
			Total:	3,848.50	
			Net of 2 Invoices / 0 Checks	3,848.50	
00105 06/03/2025	SUPER SAVER INVOICE	129018	GROCERIES	90.27	
			Total:	90.27	
			Net of 1 Invoices / 0 Checks	90.27	
00313 06/03/2025	T-BONE FUEL DELIVERY INVOICE	11571	FUEL	9,146.53	
			Total:	9,146.53	
			Net of 1 Invoices / 0 Checks	9,146.53	
10997 06/03/2025	T-BONE PD LLC INVOICE	1929	PROPANE	63.78	
			Total:	63.78	
			Net of 1 Invoices / 0 Checks	63.78	
10987 06/03/2025	THE GOLF SHOP INVOICE	383	CASH REGISTER THERMAL RECEIPT PAPER	609.89	
			Total:	609.89	
			Net of 1 Invoices / 0 Checks	609.89	
10326 06/03/2025 06/03/2025	THE LIFEGUARD STORE INVOICE INVOICE	INV001506631 INV001502178	BOARD SHORTS, WORKOUT BIKINI, TANKINI, RACE CREDIT	1,559.94 (42.50)	
			Total:	1,517.44	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 2 Invoices / 0 Checks	1,517.44	
11358 06/03/2025	TILDEN DONALD INVOICE	FD 1500356	REFUND - OVERPAYMENT RESTITUTION	60.00	
			Total:	60.00	
			Net of 1 Invoices / 0 Checks	60.00	
03128 06/03/2025	TIRE OUTLET INC INVOICE	312785	4 - HANKOOK	2,118.92	
06/03/2025	INVOICE	312731	2 - 29575225 GENERAL RA TIRES	1,064.02	
06/03/2025	INVOICE	312724	1 - USED TRUCK TIRE, 2 - TIRE CHANGES, REPA:	245.00	
06/03/2025	INVOICE	314923	ADAPTOR	5.00	
06/03/2025	INVOICE	315105	2 - REPAIRS	70.00	
06/03/2025	INVOICE	315130	2 - REPAIRS	70.00	
06/03/2025	INVOICE	312576	REPAIR	20.00	
			Total:	3,592.94	
			Net of 7 Invoices / 0 Checks	3,592.94	
11355 06/03/2025	TRANSCENDENCE INVOICE	7	23-DTR-003	5,782.11	
			Total:	5,782.11	
			Net of 1 Invoices / 0 Checks	5,782.11	
10412 06/03/2025	TRITECH SOFTWARE SYSTEMS INVOICE	437605	FIELD OPS SUBSCRIPTION	145.53	
			Total:	145.53	
			Net of 1 Invoices / 0 Checks	145.53	
00550 06/03/2025	TRUCK CENTER COMPANIES INVOICE	XA111052490:01	FILTER - VENTILATOR CABIN	18.80	
06/03/2025	INVOICE	RA111007309:01	HEADER, EXPRESS ASSESSMENT	2,086.53	
			Total:	2,105.33	
			Net of 2 Invoices / 0 Checks	2,105.33	
00357 06/03/2025	TURFWERKS INVOICE	OI58125A	ZERK BOLT, ASSY ALTERN	431.02	
			Total:	431.02	
			Net of 1 Invoices / 0 Checks	431.02	
03294 06/03/2025	USA BLUE BOOK INVOICE	INV00712768	BLUE-WHITE TUBE ASSEMBLY	181.14	
			Total:	181.14	
			Net of 1 Invoices / 0 Checks	181.14	
00157 06/03/2025	UTILITIES SECTION INVOICE	9440	WORKSHOP MAY 8TH, 2025 - CLASSEN, HEIN	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02235 06/03/2025	VAN DIEST HEATING & AIR LLC INVOICE	5565	TRANE HEAT PUMP	4,562.00	
			Total:	4,562.00	
			Net of 1 Invoices / 0 Checks	4,562.00	
10747 06/03/2025	WANCO INC INVOICE	123076	MTX 12" HYBRID DSP LEGACY	1,951.00	
			Total:	1,951.00	
			Net of 1 Invoices / 0 Checks	1,951.00	
02225 06/03/2025	WATERPARK SPECIALTIES INC INVOICE	439	BUFF/POLISH SLIDE, REFURBISH EXT & PAINT, C:	7,080.00	
			Total:	7,080.00	
			Net of 1 Invoices / 0 Checks	7,080.00	
03302 06/03/2025	WEMHOFF REFRIGERATION INC INVOICE	17092	SERVICE CALL - ICE MACHINE CART SHED	807.14	
06/03/2025	INVOICE	17122	SERVICE CALL - 2 DR COOLER	441.22	
06/03/2025	INVOICE	17098	SERVICE CALL - ICE MACHINE	422.57	
06/03/2025	INVOICE	16935	PRESS BLDG HEATER - SPARK PLUG	303.91	
			Total:	1,974.84	
			Net of 4 Invoices / 0 Checks	1,974.84	
03303 06/03/2025	WILKE LANDSCAPE CENTER INVOICE	4260	ANNUALS	423.00	
			Total:	423.00	
			Net of 1 Invoices / 0 Checks	423.00	
00215 06/03/2025	ZIMCO SUPPLY CO INVOICE	206468	18-3-18 78% METH-EX MICROS SGN 80/ 40# BAG	610.00	
			Total:	610.00	
			Net of 1 Invoices / 0 Checks	610.00	
			invoices and 0 checks for 135 vendors:	1,088,127.80	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
113751	AQUA-PURE INC	01/10/2025	06/03/2025	6,410.39	6,410.39	Open	N
113753	PETE LIEN & SONS INC.	05/13/2025	06/03/2025	6,465.22	6,465.22	Open	N
113764	OLIVER PACKAGING & EQUIPMENT	05/19/2025	06/03/2025	5,218.40	5,218.40	Open	N
113917	TRANSCENDENCE	05/22/2025	06/03/2025	5,782.11	5,782.11	Open	N
113921	DUNBAR DOUGLAS	05/01/2025	06/03/2025	6,833.27	6,833.27	Open	N
113927	KIDWELL INC.	05/22/2025	06/03/2025	9,001.52	9,001.52	Open	N
113956	T-BONE FUEL DELIVERY	05/21/2025	06/03/2025	9,146.53	9,146.53	Open	N
113958	PRECISION CONCRETE CUTTING	05/14/2025	06/03/2025	9,237.00	9,237.00	Open	N
113960	BENESCH ALFRED & COMPANY	05/13/2025	06/03/2025	5,183.18	5,183.18	Open	N
113974	HAWKINS INC	05/22/2025	06/03/2025	8,596.10	8,596.10	Open	N
113975	WATERPARK SPECIALTIES INC	05/04/2025	06/03/2025	7,080.00	7,080.00	Open	N
113998	PETE LIEN & SONS INC.	05/26/2025	06/03/2025	6,772.97	6,772.97	Open	N

# of Invoices:	12	# Due:	12	Totals:	85,726.69	85,726.69
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					<u>85,726.69</u>	<u>85,726.69</u>

--- TOTALS BY FUND ---

100 - GENERAL FUND	28,133.19	28,133.19
200 - STREETS/ENGINEERING	18,383.53	18,383.53
240 - HOUSING REHAB & LOANS	5,782.11	5,782.11
500 - UTILITY SERVICE	18,421.37	18,421.37
520 - WATER	15,006.49	15,006.49

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	9,001.52	9,001.52
103 - COLUMBUS SENIOR CENTER	5,218.40	5,218.40
151 - PAWNEE PLUNGE WATER PARK	7,080.00	7,080.00
155 - VAN BERG GOLF COURSE	139.31	139.31
156 - QUAIL RUN GOLF COURSE	6,693.96	6,693.96
200 - STREETS	18,383.53	18,383.53
244 - CDBG DPA LOANS (NENEDD)	5,782.11	5,782.11
500 - WASTEWATER COLLECTION	5,183.18	5,183.18
501 - WASTEWATER TREATMENT FAC	13,238.19	13,238.19
520 - WATER	15,006.49	15,006.49

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-53200-CREAT	PROFESSIONAL SERVICES	ANCHONDO HECTOR JR	TELLING STORIES - BLUES MUSICIAN	300.00	
100-100-53200-CREAT	PROFESSIONAL SERVICES	KAVANAUGH ALYSON	TELLING STORIES - INDI/FOLK MUSICIAN	300.00	
100-100-53200-CREAT	PROFESSIONAL SERVICES	RILEY JAKE L	TELLING STORIES - WESTERN POET	300.00	
100-100-53400	COMPUTER SUPPORT/MAINT	CDW GOVERNMENT	2 - APC REPLACEMENT BATTERY CARTRIDGES	1,004.46	
100-100-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP ELITE BOOK, USB-C DOCK, SERIES 5 PRC	74.25	
100-100-54310	BUILDING MAINTENANCE	CULLIGAN OF COLUMBUS	SALT PICKED UP	551.25	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	85.63	
100-100-54310	BUILDING MAINTENANCE	MENARDS	GLASS CLEANER	36.51	
100-100-54380	MAINTENANCE AGREEMENTS	KIDWELL INC.	MITEL SWA - SOFTWARE ASSURANCE - RENEWF	9,001.52	
100-100-56010	SUPPLIES	CAPITAL ONE - WALMART	CLEANING SUPPLIES	3.97	
100-100-56010	SUPPLIES	MENARDS	500' PULL LINE	11.89	
100-100-56010-CREAT	SUPPLIES	RSVP DESIGNS	SCULPTURE WALK BROCHURE	484.00	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	POST-IT LINED	72.99	
100-100-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT - CITY HALL	271.19	
100-100-56020	OFFICE SUPPLIES	PINNACLE BANK	SAFE DEPOSIT RENT	90.00	
100-100-56040	POSTAGE AND FREIGHT	QUADIENT LEASING USA, INC.	LEASE PAYMENT	681.00	
100-100-57200-21089	CAPITAL-LAND & BUILDINGS	OMNI TITLE SERVICES LLC	4015 S 9TH STREET	411,082.89	
100-100-57200-24005	CAPITAL-LAND & BUILDINGS	C-R MENN CONCRETE LLC	11TH STREET SIDEWALK IMPROVEMENTS	79,371.97	
100-100-57200-24041	CAPITAL-LAND & BUILDINGS	GEHRING CONSTRUCTION &	VITALITY VILLAGE SUBDIVISION & COMMUNII	28,517.00	
100-100-57510-24004	CAPITAL-EQUIPMENT	KOCH EXCAVATING CO INC	MULCH - CITY HALL, SAND - PARKS	840.00	
Total For Dept 100 GENERAL ADMINISTRATION				533,080.52	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	117.00	
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	25.53	
Total For Dept 102 COLUMBUS AREA TRANSIT				142.53	
Dept 103 COLUMBUS SENIOR CENTER					
100-103-56010-III-B	SUPPLIES	MID-AMERICAN RESEARCH	URINAL SCREENS	63.00	
100-103-56010-III-C	SUPPLIES	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWELS, APRONS	52.99	
100-103-56010-III-C	SUPPLIES	MID-AMERICAN RESEARCH	URINAL SCREENS	63.00	
100-103-56010-III-C	SUPPLIES	OLIVER PACKAGING & EQUIPME	2C AND 3C TRAYS FOR HDM	5,708.64	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWELS, APRONS	59.16	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERIES	90.27	
Total For Dept 103 COLUMBUS SENIOR CENTER				6,037.06	
Dept 104 CITY ADMINISTRATOR					
100-104-56650	MEMBERSHIP DUES	CITY-COUNTY COMMUNICATIONS	INDIVIDUAL MEMBERSHIP-MATT LINDBERG	400.00	
Total For Dept 104 CITY ADMINISTRATOR				400.00	
Dept 107 MAYOR/COUNCIL					
100-107-52700	TRAINING AND TUITION	BULKLEY JIM	LARM MEETING - MILEAGE & PARKING	112.30	
Total For Dept 107 MAYOR/COUNCIL				112.30	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	BLUE TO GOLD LLC	NE SEARCH & SEIZURE SURVIVAL GUIDE	380.87	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	STANARD & ASSOCIATES INC.	OFFICER SELECTION TEST	257.50	
100-110-52800	UNIFORMS	COLUMBUS CUSTOM EMBROIDERS	LIGHTWEIGHT SNAG-PROOF TACTICA	200.00	
100-110-52810	UNIFORMS-QUARTERMASTER	GUNSLINGERS LLC	ALS PADDLE HOLSTER - FULLER QM	60.00	
100-110-53200	PROFESSIONAL SERVICES	OCCUPATIONAL HEALTH SERV	DRUG SCREEN, PHYSICAL EXAM	1,232.00	
100-110-53200	PROFESSIONAL SERVICES	SEALOCK GREG	POLYGRAPH EXAMINATION	150.00	
100-110-54320	EQUIPMENT MAINTENANCE	DIGITAL-ALLY INC	30 - CHARGER KITS	270.00	
100-110-54320	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	533.72	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-54320	EQUIPMENT MAINTENANCE	ELECTRONIC ENGINEERING	APX REMOTE SPEAKER MICROPHONE	105.68	
100-110-54330	VEHICLE MAINTENANCE	ELECTRONIC ENGINEERING	UNIT #213 - INSTALL NEW LIGHTBAR	2,614.34	
100-110-54380	MAINTENANCE AGREEMENTS	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	307.20	
100-110-54380	MAINTENANCE AGREEMENTS	POWER TECH LLC	GENERATOR SERVICE AGREEMENT	1,345.00	
100-110-54520	EQUIPMENT RENTAL/PURCHASE	DIGITAL-ALLY INC	30 - CHARGER KITS	4,000.00	
100-110-54530	VEHICLE TOWING	BEHLEN TOWING LLC	TOWING	1,675.00	
100-110-55900	MISCELLANEOUS	TILDEN DONALD	REFUND - OVERPAYMENT RESTITUTION	60.00	
100-110-56010	SUPPLIES	SHEVLIN SUPPLY	BATH TISSUE, M/F TOWEL, HAND SOAP	206.11	
100-110-56190	PERSONAL PROTECTIVE SUPP	LYNN PEAVEY COMPANY	CHEM SK WET PRINT WHT/BLK COM KIT	138.12	
100-110-57510-21001	CAPITAL-EQUIPMENT	ELECTRONIC ENGINEERING	PA ANTENNA INSTALL	1,164.44	
100-110-57510-25037	CAPITAL-EQUIPMENT	INNOVATIVE DRONE SOLUTIONS	FAA PART 107 PREP COURSE JUNE 16TH-17TH	590.00	
100-110-57510-25037	CAPITAL-EQUIPMENT	SKYDIO INC	2 DRONES - HARDWARE & PERPETUAL SOFTWARE	60,015.74	
Total For Dept 110 POLICE				75,305.72	
Dept 120 FIRE					
100-120-52700	TRAINING AND TUITION	BOARDERS INN & SUITES	ALEX HAYS	539.80	
100-120-54310	BUILDING MAINTENANCE	ACCESS ELECTRICAL SYSTEMS	INSTALL ASTRONOMICAL CLOCK FOR EXT LIGH	380.00	
100-120-54310	BUILDING MAINTENANCE	CULLIGAN OF COLUMBUS	SALT SOLAR DELIVERED	27.00	
100-120-54310	BUILDING MAINTENANCE	MENARDS	EZ TOGGLE, TEKS 10X1-1/2 HWH DRILL, INI	10.21	
100-120-54330	VEHICLE MAINTENANCE	HD SUPPLY	VEHICLE WASH	22.34	
100-120-54330	VEHICLE MAINTENANCE	MACQUEEN EQUIPMENT	GAUGE	170.96	
100-120-54330	VEHICLE MAINTENANCE	MENARDS	FINAL CHARGE 50/50	21.40	
100-120-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	PROPANE	44.55	
100-120-56010	SUPPLIES	MENARDS	WD-40, EARPLUGS, BRAKE CLEANER	47.15	
100-120-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	65.14	
100-120-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	116.47	
100-120-56030	CLEANING SUPPLIES/SERVICE	HD SUPPLY	PAPER TOWELS, DAWN, BATHROOM TISSUE, FI	174.93	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	102.14	
100-120-56240	TELEPHONE	ALLO COMMUNICATONS	TELEPHONE - S FIRE STATION, INTERNET -	15.53	
100-120-57510-25001	CAPITAL-EQUIPMENT	ELECTRONIC ENGINEERING	PROGRAM 79 MOTOROLA RADIOS, INSTALL MOE	11,244.00	
Total For Dept 120 FIRE				12,981.62	
Dept 121 RESCUE					
100-121-54310	BUILDING MAINTENANCE	ACCESS ELECTRICAL SYSTEMS	INSTALL ASTRONOMICAL CLOCK FOR EXT LIGH	380.00	
100-121-54310	BUILDING MAINTENANCE	CULLIGAN OF COLUMBUS	SALT SOLAR DELIVERED	27.00	
100-121-54310	BUILDING MAINTENANCE	MENARDS	EZ TOGGLE, TEKS 10X1-1/2 HWH DRILL, INI	10.20	
100-121-54330	VEHICLE MAINTENANCE	HD SUPPLY	VEHICLE WASH	22.33	
100-121-54330	VEHICLE MAINTENANCE	MENARDS	FINAL CHARGE 50/50	21.41	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	O2 RESUS PACK, SOFT STRETCHER, ECG ELEC	853.24	
100-121-56010	SUPPLIES	MEDLINE INDUSTRIES INC	CUFF, FLEXIPOINT	155.67	
100-121-56010	SUPPLIES	STRYKER SALES LLC	ASSY DOCKING STATION	3,848.50	
100-121-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	65.14	
100-121-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	116.46	
100-121-56030	CLEANING SUPPLIES/SERVICE	HD SUPPLY	PAPER TOWELS, DAWN, BATHROOM TISSUE, FI	174.93	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	102.14	
100-121-56240	TELEPHONE	ALLO COMMUNICATONS	TELEPHONE - S FIRE STATION, INTERNET -	15.54	
Total For Dept 121 RESCUE				5,792.56	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	BOARDERS INN & SUITES	NATALEE PORTER	539.80	
100-125-52700	TRAINING AND TUITION	OCCUPATIONAL HEALTH SERV	VACCINATIONS	237.00	
100-125-52800	UNIFORMS	SHIRTS ARE US LLC	CANDIDATE SHIRTS	110.00	
100-125-52900	EMPLOYEE HEALTH	OCCUPATIONAL HEALTH SERV	DRUG SCREEN, PRE-EMPLOYMENT	837.00	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 06/03/2025 - 06/03/2025
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 125 VOLUNTEER FIRE DEPARTMENT					
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				1,723.80	
Dept 130 LIBRARY					
100-130-52700	TRAINING AND TUITION	KEYES KELLI	MILEAGE - CONFERENCE IN SEWARD	72.80	
100-130-54320-PATRN	EQUIPMENT MAINTENANCE	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	200.20	
100-130-56240-PATRN	TELEPHONE	GREAT PLAINS COMMUNICATION	INTERNET 6/01 - 6/30	209.95	
100-130-56400-CHILD	PROGRAMS	CAPITAL ONE - WALMART	MMS MINI, NUTELLA, APPLES	105.61	
100-130-56400-CHSRP	PROGRAMS	CRANE RIVER THEATER	PAGE TO STAGE	450.00	
100-130-56400-CHSRP	PROGRAMS	FUN EXPRESS LLC	FOAM SHAPES, WIND CHIMES, PAINT PENS, F	511.43	
100-130-56400-CHSRP	PROGRAMS	MORK CURTIS	LEGO PRESENTATION: SAT. JUNE 14TH	300.00	
100-130-56400-CHSRP	PROGRAMS	STRING BEANS LTD	PERFORMANCE JUNE 6TH 2025	975.00	
100-130-56400-YASCH	PROGRAMS	CAPITAL ONE - WALMART	PLATES, WATER, CHEEZ IT, SP PB 18CT, 42	76.11	
100-130-56400-YASCH	PROGRAMS	MENARDS	WOODEN CARS, GIANT 4 IN A ROW	73.97	
100-130-56400-YASRP	PROGRAMS	HEATH AMANDA	FACE PAINTING & BALLOON ART	400.00	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	GALE	MATERIALS	27.74	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	2,166.39	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	577.33	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DVD'S	56.22	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	PENWORTHY COMPANY	BOOKS	785.70	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	PLAYAWAY PRODUCTS LLC	WONDERBOOKS	2,647.57	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, I	MATERIALS	332.91	
100-130-57200-20030	CAPITAL-LAND & BUILDINGS	SCHIEFFER SIGNS INC	SET OF BRUSHED METAL LETTERS	769.00	
Total For Dept 130 LIBRARY				10,737.93	
Dept 140 CEMETERY					
100-140-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	SEAFOAM MOTOR TREATMENT	12.99	
100-140-54320	EQUIPMENT MAINTENANCE	LAKEVIEW SMALL ENGINE INC	CARBURETOR KIT, FILTER, HOSE, MODULE	224.90	
100-140-55900	MISCELLANEOUS	ACE HARDWARE & GARDEN CNT	CLEAN CLOTH, METHOD GRANITE SPRAY	12.58	
100-140-56010	SUPPLIES	BOMGAARS	TRIMMER LINE, EZ-POUR SPOUT, OPTI-2 LUE	124.91	
100-140-56010	SUPPLIES	D & K PRODUCTS	IGNITION HAMMERDOWN 3-WAY HERBICIDE	275.00	
100-140-56080	PLANTS SOD SEED FLOWERS	BOMGAARS	SPRINKLERS	39.98	
100-140-57200-25039	CAPITAL-LAND & BUILDINGS	B-D CONSTRUCTION INC	PROGRESS BILLING - ROSELAWN CEMETARY M	12,200.00	
Total For Dept 140 CEMETERY				12,890.36	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52700	TRAINING AND TUITION	INTERNATIONAL CODE COUNCIL	21 IRC & IBC SOFT/TABS COMBO, IBC HANDE	480.50	
100-145-53200	PROFESSIONAL SERVICES	CENTER FOR MUNICIPAL SOLU	COLUMBUS NE IND WEST VERIZON	1,100.00	
100-145-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP ELITE BOOK, USB-C DOCK, SERIES 5 PRC	49.50	
100-145-54330	VEHICLE MAINTENANCE	RIVER VALLEY TIRE SERVICE	TIRE REPAIR	15.00	
Total For Dept 145 COMMUNITY DEVELOPMENT				1,645.00	
Dept 150 PARKS					
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	192.00	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	78.33	
100-150-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP ELITE BOOK, USB-C DOCK, SERIES 5 PRC	49.50	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	ELEMENT WTR HTR	114.29	
100-150-54310	BUILDING MAINTENANCE	ARNOLD MOTOR SUPPLY	PRIME/CONV GREEN 1 GAL	26.04	
100-150-54310	BUILDING MAINTENANCE	FASTENAL COMPANY	DROP-IN 3/8	541.44	
100-150-54310	BUILDING MAINTENANCE	KOCH EXCAVATING CO INC	MULCH - CITY HALL, SAND - PARKS	152.90	
100-150-54310	BUILDING MAINTENANCE	M & O DOOR PRODUCTS LLC	WS, BOTTOM GRAY	120.30	
100-150-54310	BUILDING MAINTENANCE	MENARDS	HEX BOLT 24 PC, SOLID CORE ANCHOR	235.09	
100-150-54330	VEHICLE MAINTENANCE	ACE HARDWARE & GARDEN CNT	HITCH BALL	13.99	
100-150-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	2.5G DEF	265.35	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 150 PARKS					
100-150-54330	VEHICLE MAINTENANCE	NAPA AUTO PARTS OF COLUMBUS	SLIDE TERMINAL	3.67	
100-150-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	HEADER, EXPRESS ASSESSMENT	2,086.53	
100-150-54490	IRRIGATION MAINTENANCE	ACE HARDWARE & GARDEN CNT	ROTOR SPRINKLER POPUP	55.12	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	ACE HARDWARE & GARDEN CNT	PRUNER	19.99	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	MARKING PAINT	53.76	
100-150-56010	SUPPLIES	BOMGAARS	ANGLE VALVE	15.77	
100-150-56010	SUPPLIES	CAPITAL ONE - WALMART	STORAGE GALLON	2.48	
100-150-56010	SUPPLIES	GREAT PLAINS BUILDING SUPPLY	ATHLETIC FIELD MARKER	608.16	
100-150-56010	SUPPLIES	MENARDS	BLASTER PENETRANT, BLEACH RESIST SPRAYE	44.14	
100-150-56010	SUPPLIES	MID-AMERICAN RESEARCH	BOWL CLEANER	833.00	
100-150-56080	PLANTS SOD SEED FLOWERS	WILKE LANDSCAPE CENTER	ANNUALS	423.00	
100-150-56400	PROGRAMS	CAPITAL ONE - WALMART	NTRL GLOVES, TRASH BAGS, 24 PK WATER	55.57	
100-150-57200-24015	CAPITAL-LAND & BUILDINGS	SHELBY LUMBER CO INC.	PAWNEE PARK EAST & WEST SHELTER ROOF RE	40,000.00	
100-150-57200-25034	CAPITAL-LAND & BUILDINGS	B-D CONSTRUCTION INC	PROGRESS BILLING - GERRARD PARK RESTROC	11,300.00	
Total For Dept 150 PARKS				57,290.42	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-52700	TRAINING AND TUITION	AMERICAN RED CROSS	LIFEGUARDING TRAINING	423.00	
100-151-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	4,470.00	
100-151-52800	UNIFORMS	COLUMBUS SCREEN PRINTING	T'S, HOODIES, ZIP HOODIES	1,310.00	
100-151-52800	UNIFORMS	THE LIFEGUARD STORE	BOARD SHORTS, WORKOUT BIKINI, TANKINI,	1,559.94	
100-151-53200	PROFESSIONAL SERVICES	NOVICKI FIRE PREVENTION SE	YEARLY INSPECTION - PAWNEE PLUNGE	69.00	
100-151-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	173.60	
100-151-54310	BUILDING MAINTENANCE	FOUNTAIN PEOPLE INC	GASKET, EDGE-GRIP	106.74	
100-151-54310	BUILDING MAINTENANCE	GEHRING CONSTRUCTION &	560 33RD AVE	336.06	
100-151-54310	BUILDING MAINTENANCE	KELLY SUPPLY COMPANY	SOLID FLANGE, SPIGOT, BUSHING, GASKET,	444.63	
100-151-54310	BUILDING MAINTENANCE	SCHIEFFER SIGNS INC	SIGNS	452.50	
100-151-54310	BUILDING MAINTENANCE	SHERWIN-WILLIAMS CO	PAINT - PAWNEE PLUNGE	223.26	
100-151-54310	BUILDING MAINTENANCE	WEMHOFF REFRIGERATION INC	SERVICE CALL - ICE MACHINE	422.57	
100-151-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	WIRE PRIMARY 18 GA	21.24	
100-151-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	SLIP FLANGE, FULL FACE FLANGE GASKET	44.28	
100-151-54320	EQUIPMENT MAINTENANCE	WATERPARK SPECIALTIES INC	BUFF/POLISH SLIDE, REFURBISH EXT & PAI	7,080.00	
100-151-56010	SUPPLIES	CAPITAL ONE - WALMART	FUN POPS, WASP SPRAY, DIG TIMER, SOAP E	52.25	
100-151-56010	SUPPLIES	LIFEGUARD MD	AED BATTERY & PADS	205.00	
100-151-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	LAMINATE, POUCH, PEN/PENCIL	162.02	
100-151-56030	CLEANING SUPPLIES/SERVICE	EGAN SUPPLY CO	ABSOLUTE H2 ORANGE, FOAMING ATTACHMENT,	906.15	
100-151-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	TEA TOWELS, BAR MOPS	149.39	
100-151-56030	CLEANING SUPPLIES/SERVICE	SHEVLIN SUPPLY	CENTERPULL TOWEL, BATH TISSUE, ROLL TOW	1,155.52	
100-151-56060	CHEMICALS	AQUA-CHEM INC	HYPOCHLORITE SOLUTIONS, HYDROCHLORIC AC	1,877.40	
100-151-56130	SUPPLIES FOR RESALE	CAPITAL ONE - WALMART	BEACH TOWELS, RIBBON, CMD SM WIRE, TAKE	166.47	
100-151-56300	FOOD COSTS	CAPITAL ONE - WALMART	FUN POPS, WASP SPRAY, DIG TIMER, SOAP E	200.00	
100-151-56300	FOOD COSTS	CHESTERMAN COMPANY	DRINKS - PAWNEE PARK CONCESSIONS	2,668.98	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				24,680.00	
Dept 152 AQUATIC CENTER POOL					
100-152-52800	UNIFORMS	COLUMBUS SCREEN PRINTING	T'S, HOODIES, ZIP HOODIES	350.00	
100-152-52800	UNIFORMS	THE LIFEGUARD STORE	CREDIT	(42.50)	
100-152-53200	PROFESSIONAL SERVICES	NOVICKI FIRE PREVENTION SE	YEARLY INSPECTION - AQUATIC CENTER	122.00	
100-152-54520	EQUIPMENT RENTAL/PURCHASE	HOMETOWN LEASING	COPIER LEASE	74.26	
100-152-56010	SUPPLIES	LIFEGUARD MD	AED BATTERY & PADS	337.00	
100-152-56060	CHEMICALS	AQUA-CHEM INC	HYPOCHLORITE SOLUTIONS, HYDROCHLORIC AC	665.24	
Total For Dept 152 AQUATIC CENTER POOL				1,506.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 155 VAN BERG GOLF COURSE					
100-155-53400	COMPUTER SUPPORT/MAINT	ALLO COMMUNICATONS	TELEPHONE - S FIRE STATION, INTERNET -	104.00	
100-155-53510	COMMISSION ON LIQUOR	DUNBAR DOUGLAS	LIQUOR COMMISSIONS	139.31	
100-155-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	ADAPTER	16.08	
100-155-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	PAPER TOWELS	3.89	
100-155-56070	FERTILIZER	ZIMCO SUPPLY CO	18-3-18 78% METH-EX MICROS SGN 80/ 40#	610.00	
100-155-56110	PRO-SHOP SUPPLIES	HADLEY-BRAITHWAIT COMPANY	ANTIBACTERIAL SOAP, TOILET PAPER	235.80	
100-155-57200-23017	CAPITAL-LAND & BUILDINGS	B-D CONSTRUCTION INC	VAN BERG PRO SHOP RENO	11,894.90	
Total For Dept 155 VAN BERG GOLF COURSE				13,003.98	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREEN - PRE-EMPLOYMENT	75.00	
100-156-53510	COMMISSION ON LIQUOR	DUNBAR DOUGLAS	LIQUOR COMMISSIONS	6,693.96	
100-156-54310	BUILDING MAINTENANCE	SACKETT ELECTRIC INC	TROUBLESHOOT BKR TRIPPING IN CART BARN	1,381.08	
100-156-54310	BUILDING MAINTENANCE	SETTJE PLUMBING	UNJAMMED DISPOSAL	80.00	
100-156-54310	BUILDING MAINTENANCE	WEMHOFF REFRIGERATION INC	SERVICE CALL - ICE MACHINE CART SHED	1,248.36	
100-156-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	PULL ROPE	52.89	
100-156-54320	EQUIPMENT MAINTENANCE	TURFWERKS	ZERK BOLT, ASSY ALTERN	431.02	
100-156-54490	IRRIGATION MAINTENANCE	SACKETT ELECTRIC INC	TRACE PROBLEM TO COURSE SPRINKLER CONF	1,325.40	
100-156-56010	SUPPLIES	JACKSON SERVICES INC	UNIFORMS	54.36	
100-156-56010	SUPPLIES	MID-AMERICAN RESEARCH	HI-FOAM ADV ANTIBACT HAND CLEANER	119.00	
100-156-56060	CHEMICALS	D & K PRODUCTS	QUICKSILVER T&O HERBICIDE	4,211.64	
100-156-56110	PRO-SHOP SUPPLIES	CULLIGAN OF COLUMBUS	5 GALLON BOTTLED WATER	112.00	
100-156-56110	PRO-SHOP SUPPLIES	HADLEY-BRAITHWAIT COMPANY	TOILET PAPER	149.85	
100-156-56110	PRO-SHOP SUPPLIES	THE GOLF SHOP	CASH REGISTER THERMAL RECEIPT PAPER	609.89	
Total For Dept 156 QUAIL RUN GOLF COURSE				16,544.45	
Total For Fund 100 GENERAL FUND				773,874.25	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	282.00	
200-200-52800	UNIFORMS	JACKSON SERVICES INC	SHOP TOWELS ORANGE, UNIFORMS	581.34	
200-200-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP ELITE BOOK, USB-C DOCK, SERIES 5 PRC	123.75	
200-200-54310	BUILDING MAINTENANCE	GEHRING CONSTRUCTION &	560 33RD AVE	336.07	
200-200-54320	EQUIPMENT MAINTENANCE	POWER PLAN	MURPHY TRACTOR - ELECTRICAL REPAIRS JOF	1,830.84	
200-200-54450	STREET MAINTENANCE	GEHRING CONSTRUCTION &	30% LIMESTONE - 20%SLAG BLEND	622.50	
200-200-54450	STREET MAINTENANCE	GERHOLD CONCRETE COMPANY	38TH ST & 43RD AVE IN FRONT OF YMCA	335.23	
200-200-54460	LAND MAINTENANCE	KOCH EXCAVATING CO INC	RIP RAP	3,621.15	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	HAMMER DRILL BIT	6.59	
200-200-56010	SUPPLIES	BOMGAARS	ENAMEL HARDENER	52.97	
200-200-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	LINERS	285.80	
200-200-56010	SUPPLIES	MENARDS	HDG WDGE ANCHOR, 1.88"X 60YD, 2" SCH40	80.48	
200-200-56010	SUPPLIES	PPG ARCHITECTURAL FINISHES	48 - WHITE	3,432.00	
200-200-56010	SUPPLIES	SHERWIN-WILLIAMS CO	1/4X7' HOSE	62.99	
200-200-56010	SUPPLIES	T-BONE PD LLC	PROPANE	63.78	
200-200-56050	FUEL	T-BONE FUEL DELIVERY	FUEL	9,146.53	
200-200-56190	PERSONAL PROTECTIVE SUPP	BOMGAARS	CAUTION TAPE, GLOVES	85.92	
200-200-57200-24021	CAPITAL-LAND & BUILDINGS	SCHEMMER ASSOCIATES INC.	23RD STREET WATER & SEWER CONSTRUCTION	29,638.74	
200-200-57200-25035	CAPITAL-LAND & BUILDINGS	HDR ENGINEERING INC	8TH ST & 12TH AVE INTERSECTION DESIGN	3,968.26	
200-200-57300-20070	CAPITAL-NEW CONSTRUCTION	MEADOW RIDGE PROPERTIES, I	EXCAVATE AROUND MANHOLE	940.00	
200-200-57300-20075	CAPITAL-NEW CONSTRUCTION	PRECISION CONCRETE CUTTING	TRIP HAZARD REMOVAL	9,237.00	
200-200-57300-25024	CAPITAL-NEW CONSTRUCTION	HDR ENGINEERING INC	COLUMBUS SAFE STREETS & ROADS FOR ALL	28,639.84	
200-200-57510-25022	CAPITAL-EQUIPMENT	SNAP-ON INDUSTRIAL	DIAG THERMAL IMAGER PLUS	1,660.62	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
Total For Dept 200 STREETS				95,034.40	
Dept 202 MECHANICS SHOP					
200-202-56090	SMALL TOOLS	ARNOLD MOTOR SUPPLY	UNIVERSAL GLAD HAND, BUSHING	9.76	
200-202-56130	SUPPLIES FOR RESALE	ACE HARDWARE & GARDEN CNT	RSTP SPRAY SAFETY ORANGE	6.99	
200-202-56130	SUPPLIES FOR RESALE	ARMOR EQUIPMENT	HYD FILTER	131.24	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	STD MINI BULB	382.78	
200-202-56130	SUPPLIES FOR RESALE	BOMGAARS	FASTENERS	171.95	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	SYNO-20 MOTOR OIL	161.44	
Total For Dept 202 MECHANICS SHOP				864.16	
Total For Fund 200 STREETS/ENGINEERING				95,898.56	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	75.00	
205-205-53520	CONTRACT SERVICES	NOVICKI FIRE PREVENTION SF	YEARLY INSPECTION	360.00	
205-205-54310	BUILDING MAINTENANCE	VAN DIEST HEATING & AIR LI	TRANE HEAT PUMP	2,562.00	
205-205-54320	EQUIPMENT MAINTENANCE	H2 EQUIPMENT LLC	REPAIR/RESEAL BLACK HYD CYLINDER	394.45	
205-205-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	REPAIR	20.00	
205-205-54470	FSS BUILDING MAINTENANCE	VAN DIEST HEATING & AIR LI	TRANE HEAT PUMP	2,000.00	
205-205-56010	SUPPLIES	BOMGAARS	TOMCAT PELLETS, HAND TRUCK	190.43	
205-205-56010	SUPPLIES	NOVICKI FIRE PREVENTION SF2	- LARGE HEAVY DUTY FIRE EXTINGUISHERS	66.00	
Total For Dept 205 AIRPORT				5,667.88	
Total For Fund 205 AIRPORT				5,667.88	
Fund 206 DOWNTOWN BID					
Dept 206 DOWNTOWN BID					
206-206-53200	PROFESSIONAL SERVICES	LOCABLE	COORDINATE PLAN - ANNUAL PREPAY	1,308.00	
Total For Dept 206 DOWNTOWN BID				1,308.00	
Total For Fund 206 DOWNTOWN BID				1,308.00	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP ELITE BOOK, USB-C DOCK, SERIES 5 PRC	2,087.00	
220-220-54320	EQUIPMENT MAINTENANCE	POWER TECH LLC	GENERATOR SERVICE AGREEMENT	1,004.00	
220-220-54380	MAINTENANCE AGREEMENTS	TRITECH SOFTWARE SYSTEMS	FIELD OPS SUBSCRIPTION	145.53	
220-220-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE PAYMENT	130.21	
220-220-56240	TELEPHONE	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	1,356.79	
Total For Dept 220 E911				4,723.53	
Total For Fund 220 COMMUNICATIONS - E911				4,723.53	
Fund 240 HOUSING REHAB & LOANS					
Dept 244 CDBG DPA LOANS (NENEDD)					
240-244-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMI	23-DTR-003	1,620.00	
240-244-56780	HOUSING LOANS & ADMIN	TRANSCENDENCE	23-DTR-003	5,782.11	
Total For Dept 244 CDBG DPA LOANS (NENEDD)				7,402.11	
Total For Fund 240 HOUSING REHAB & LOANS				7,402.11	
Fund 500 UTILITY SERVICE					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDERY	CLOTHING - GARBERS	105.00	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	269.66	
500-500-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP ELITE BOOK, USB-C DOCK, SERIES 5 PRC	74.25	
500-500-54320	EQUIPMENT MAINTENANCE	BOMGAARS	WEED SPRAYER WAND	46.71	
500-500-54320	EQUIPMENT MAINTENANCE	LAKEVIEW SMALL ENGINE INC	BLADE SCAG 72"	52.40	
500-500-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	REPLACED THROTTLE TRIGGER & CABLE	171.12	
500-500-54320	EQUIPMENT MAINTENANCE	WANCO INC	MTX 12" HYBRID DSP LEGACY	975.50	
500-500-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	WIPER BLADES	25.26	
500-500-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	POWER SOCKET	8.58	
500-500-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	PUSH BROOM, GLOVES	37.43	
500-500-54390	SYSTEM MAINTENANCE	BOMGAARS	BOOT, FASTENERS	100.59	
500-500-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	LINERS, BATH TISSUE, PAPER TOWELS	122.32	
500-500-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	SOAP FOAM - BAG	36.00	
500-500-57300-20093	CAPITAL-NEW CONSTRUCTION	BENESCH ALFRED & COMPANY	LIFT STATION #15 WESTBROOK	5,183.18	
Total For Dept 500 WASTEWATER COLLECTION				7,208.00	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	198.62	
500-501-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	DELL PRO RUGGD 14 RB14250 CORE ULTRA	2,065.00	
500-501-54310	BUILDING MAINTENANCE	WEMHOFF REFRIGERATION INC	PRESS BLDG HEATER - SPARK PLUG	303.91	
500-501-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	CM CARTRIDGE FILTER	21.99	
500-501-54320	EQUIPMENT MAINTENANCE	MCMaster-CARR	STAINLESS STEEL HEX NUT	46.88	
500-501-54320	EQUIPMENT MAINTENANCE	MOTION INDUSTRIES INC	CLOSE CPLD ELEMENT	518.93	
500-501-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	FILTER - VENTILATOR CABIN	18.80	
500-501-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	EYE GRAB HOOK, TREE FOOD	25.97	
500-501-56010	SUPPLIES	BOMGAARS	BULK SEED, TIRE REPAIR KIT, MAX LAWN CF	114.76	
500-501-56010	SUPPLIES	MENARDS	1/4" GRAB HOOK W/CLEVIS	34.89	
500-501-56010	SUPPLIES	TIRE OUTLET INC	ADAPTOR	5.00	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT, BAR TOWELS, SHOP TOWELS ORANGE	29.74	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	13,238.19	
500-501-56100	LABORATORY	CULLIGAN OF COLUMBUS	DI REGENERATION	417.80	
500-501-56100	LABORATORY	MOTION INDUSTRIES INC	FILTERS	366.48	
500-501-56100	LABORATORY	PHENOVA INC	WP MICRO QUANTITATIVE	252.64	
Total For Dept 501 WASTEWATER TREATMENT FAC				17,659.60	
Total For Fund 500 UTILITY SERVICE				24,867.60	
Fund 520 WATER					
Dept 520 WATER					
520-520-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	75.00	
520-520-52800	UNIFORMS	ACE HARDWARE & GARDEN CNT	DUAL AERATOR	17.99	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	229.62	
520-520-52800	UNIFORMS	WANCO INC	MTX 12" HYBRID DSP LEGACY	975.50	
520-520-53400	COMPUTER SUPPORT/MAINT	CAPITAL ONE - WALMART	KEYBOARD	21.48	
520-520-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP ELITE BOOK, USB-C DOCK, SERIES 5 PRC	74.25	
520-520-54320	EQUIPMENT MAINTENANCE	BOMGAARS	WEED SPRAYER WAND	26.75	
520-520-54320	EQUIPMENT MAINTENANCE	LAKEVIEW SMALL ENGINE INC	BLADE SCAG 72"	52.39	
520-520-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	REPAIR TRIMMER	188.97	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	PUSH BROOM, GLOVES	37.44	
520-520-54390	SYSTEM MAINTENANCE	BOMGAARS	BULK BOLTS, FASTENERS	128.44	
520-520-54390	SYSTEM MAINTENANCE	GEHRING CONSTRUCTION &	11TH AVE & 3RD STREET	191.50	
520-520-54390	SYSTEM MAINTENANCE	MENARDS	DEHUMIDIFIER, ZEP CLEANER, CUTTING PLIE	20.11	
520-520-54390	SYSTEM MAINTENANCE	USA BLUE BOOK	BLUE-WHITE TUBE ASSEMBLY	181.14	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 520 WATER					
Dept 520 WATER					
520-520-54420	WELL MAINTENANCE	HOA SOLUTIONS INC	REMOTE SERVICE - NEW WELL TRANSDUCER	749.00	
520-520-54420	WELL MAINTENANCE	MENARDS	DEHUMIDIFIER, ZEP CLEANER, CUTTING PLIE	169.99	
520-520-55640	COMPLIANCE TESTING	ABSALON ROBERT	ICE FOR SAMPLE	5.99	
520-520-55640	COMPLIANCE TESTING	NEBRASKA PUBLIC HEALTH	TESTING & SUPPLIES	605.00	
520-520-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	LINERS, BATH TISSUE, PAPER TOWELS	122.32	
520-520-56060	CHEMICALS	AQUA-PURE INC	MONTHLY SERVICE CONTRACT - SOUTH & NORI	6,410.39	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	12,979.91	
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	11.32	
Total For Dept 520 WATER				23,274.50	
Total For Fund 520 WATER				23,274.50	
Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP ELITE BOOK, USB-C DOCK, SERIES 5 PRC	49.50	
Total For Dept 560 STORMWATER UTILITY				49.50	
Total For Fund 560 STORMWATER UTILITY				49.50	
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52700	TRAINING AND TUITION	UTILITIES SECTION	WORKSHOP MAY 8TH, 2025 - CLASSEN, HEIN	150.00	
570-570-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS	150.00	
570-570-52800	UNIFORMS	JACKSON SERVICES INC	MATS, ROLLER TOWELS, UNIFORMS	236.03	
570-570-54310	BUILDING MAINTENANCE	BOMGAARS	WASP & HORNET SPRAY, BULK BOLTS	112.03	
570-570-54310	BUILDING MAINTENANCE	COLUMBUS STEEL SUPPLY	SQ TUBING	170.75	
570-570-54310	BUILDING MAINTENANCE	ELECTRICAL ENGINEERING &	ELECTRIC COVER	209.99	
570-570-54310	BUILDING MAINTENANCE	MOTION INDUSTRIES INC	4 DIGIT DOT PLACARDS, MAGNET 7X10	87.01	
570-570-54330	VEHICLE MAINTENANCE	MENARDS	SPLASH DE-BUG, METAL SQUEEGEE	21.39	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	4 - HANKOOK	3,567.94	
570-570-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	BICYCLE SAFETY FLAG	9.59	
570-570-56010	SUPPLIES	REARDON LAWN & GARDEN INC	HEX BOLT - FLANGE	29.94	
Total For Dept 570 TRANSFER STATION				4,744.67	
Total For Fund 570 SOLID WASTE DIVISION				4,744.67	
Fund 600 HEALTH INSURANCE					
Dept 600 HEALTH INSURANCE					
600-600-53600	HEALTH ADMINISTRATION	AUXIANT	STOPLOSS PREMIUM, FEES	60,000.44	
Total For Dept 600 HEALTH INSURANCE				60,000.44	
Total For Fund 600 HEALTH INSURANCE				60,000.44	
Fund 999 PAYROLL CLEARING					
Dept 000					
999-000-21510	HEALTH ACCOUNT PAYABLE	AUXIANT	HEALTH FUNDING	83,140.11	
999-000-21530	FLEXIBLE SPEND PAYABLE	AUXIANT	FLEX FUNDING	3,176.65	
Total For Dept 000				86,316.76	
Total For Fund 999 PAYROLL CLEARING				86,316.76	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
EXP CHECK RUN DATES 06/03/2025 - 06/03/2025
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

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

Fund Totals:

Fund 100 GENERAL FUND	773,874.25
Fund 200 STREETS/ENGINEE	95,898.56
Fund 205 AIRPORT	5,667.88
Fund 206 DOWNTOWN BID	1,308.00
Fund 220 COMMUNICATIONS	4,723.53
Fund 240 HOUSING REHAB	7,402.11
Fund 500 UTILITY SERVICE	24,867.60
Fund 520 WATER	23,274.50
Fund 560 STORMWATER UTILI	49.50
Fund 570 SOLID WASTE DIV	4,744.67
Fund 600 HEALTH INSURANC	60,000.44
Fund 999 PAYROLL CLEARIN	86,316.76

Total For All Funds:	<u>1,088,127.80</u>
----------------------	---------------------

5. APPROVAL OF MINUTES: Included in Consent Agenda

6. SPECIAL PRESENTATIONS: None

7. PUBLIC HEARINGS: None

8. PETITIONS AND COMMUNICATIONS: None

9. REPORTS OF CITY OFFICES: None

10. REPORTS OF COUNCIL COMMITTEES:

10.A.PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - June 2, 2025

10.A.1. Request of Jason Mielak, on behalf of West Wood Addition LLC to extend the time period for completion of public improvements for Riverside 3rd Addition from October 18, 2025, to October 18, 2027 (end of 17th Street west of 49th Avenue).



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: May 26, 2025
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: Riverside 3rd Addition – Public Improvement Extension Request

RECOMMENDATION:

I recommend consideration of Riverside 3rd Addition. to extend the time period for completion of public improvements for Riverside 3rd Addition for 2 years from October 18, 2023 to October 18 2027.

DISCUSSION:

In accordance with the Development Agreement approved on October 18, 2021, all public improvements are to be installed within two (2) years of the date of the agreement. Riverside 3rd Addition has requested an extension of two years to allow them time to sell existing lots and to complete the public improvements. The agreement indicates that the developer may request an extension of this time period with the extended deadline pursuant to the new deadline set by the City Council.

Attached is correspondence from Jason Mielak, Fehringer & Mielak, LLP, on behalf of the Developer, Riverside 3rd Addition, requesting the time extension and stating the reason for the request.

FISCAL IMPACT:

None.

ALTERNATIVE:

Do not approve. Review the extension date requested.

SIGNATURE:

By: Richard J. Bogus

Approved By: _____

FEHRINGER & MIELAK, LLP

ATTORNEYS & COUNSELORS AT LAW
3919 25 STREET / PO Box 400
COLUMBUS, NE 68602-0400
(402) 563-9617 (ph) / (402) 563-9618 (fax)

THOMAS M. FEHRINGER
Direct Dial: (402) 942-9513
thomas.fehring@fmflaw.com

JASON D. MIELAK
Direct Dial: (402) 942-9515
jason.mielak@fmflaw.com

May 12, 2025

Via Email Only: cclerk@columbusne.us

Mayor Jim Bulkley
City Council of the City of Columbus

**RE: Riverside 3rd Addition
Public Improvements Subdivision Development Agreement**

Dear Mr. Mayor and City Council Members:

Please be advised our firm represents West Wood Addition, LLC in relation to the above-referenced development. We are in receipt of the City Engineering Department's letter dated April 24, 2025, advising that the deadline to complete all public improvements has expired under Section VI of a Subdivision Development Agreement signed on October 18, 2021. The reason for the delay is the progress of the sale of existing lots has been less than anticipated; therefore, development of the above-referenced subdivision will commence as lots in Riverside 2nd Addition are more fully sold.

The purpose of this correspondence is to respectfully request an additional two (2) year extension to complete the same with the new deadline being October 18, 2027. Please place this request on the respective agenda for each of the next available Public Property, Safety, and Works Committee and City Council meetings, and we will make sure a representative is in attendance.

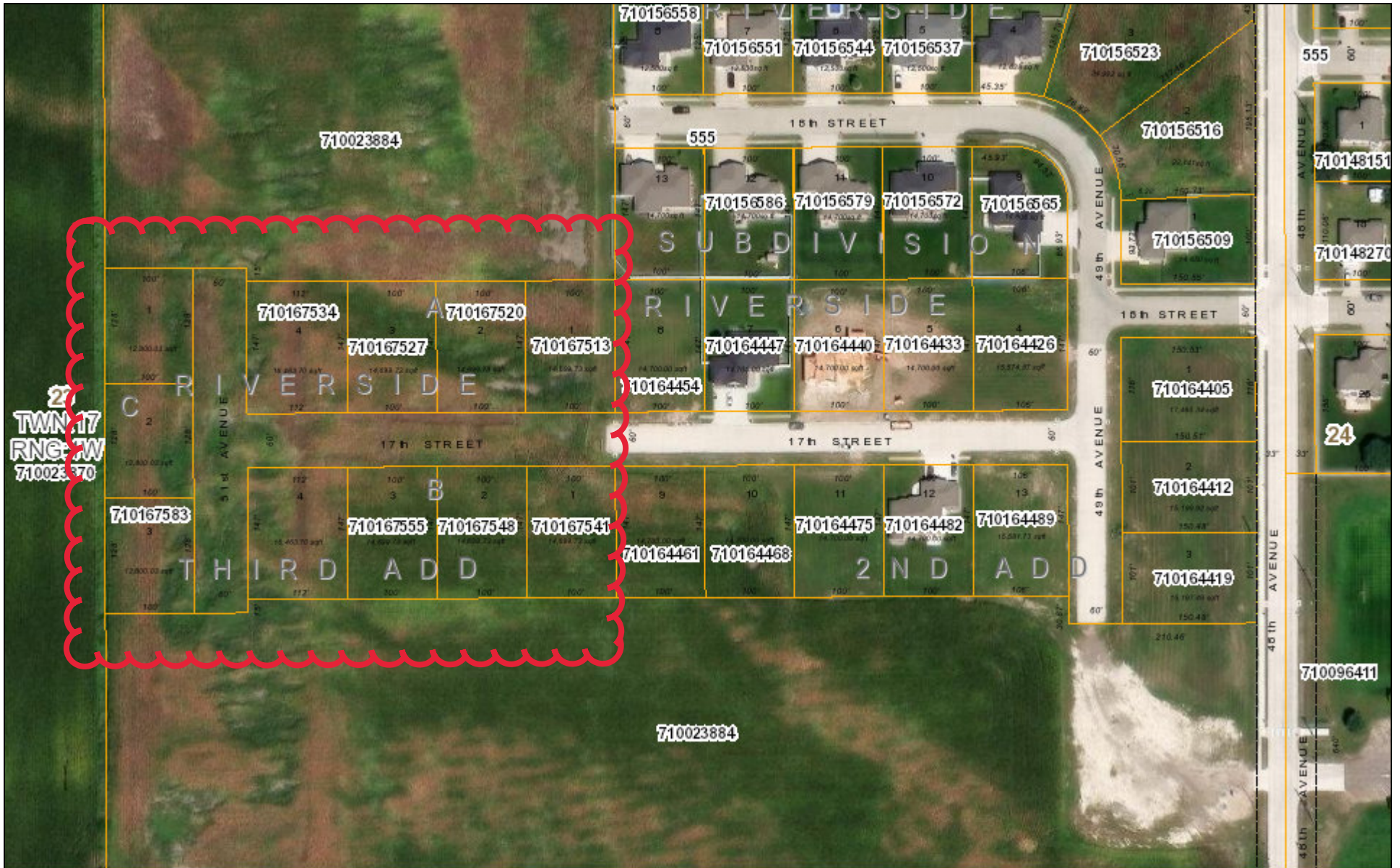
Thank you, in advance, for your consideration of this request. If any additional information is needed, please do not hesitate to contact our firm.

Sincerely,



Jason D. Mielak
jason.mielak@fmflaw.com
For the Firm

cc: Renee Whiting, renee.whiting@columbusne.us

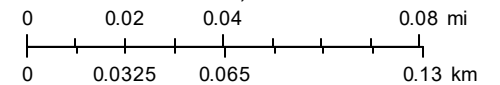


May 30, 2025
13:53 PM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:2,481

- Lot Lines
- Sections
- ▭ Parcels
- Townships



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

12. **REPORTS ON LEGISLATION: None**

13. **NEW BUSINESS**

13.A. Quote from Sirius Computer Solutions, LLC in the amount of \$12,037.97 for renewal of hardware maintenance for city network.



SOLUTION PROPOSAL

Prepared for:

CITY OF COLUMBUS
2500 14TH ST STE 3
COLUMBUS, NEBRASKA 68601-4958
UNITED STATES

Client Executive:

Casey Lee
+1 (402) 578-3555
casey.lee@cdw.com

Proposal Number: Q-00483564
Proposal Date: 05/12/2025
Expires: 06/10/2025
Description: Cisco Renewal 12-31-25 Coterm V2
Currency: USD

Client Executive:
Casey Lee
+1 (402) 578-3555
casey.lee@cdw.com

**CITY OF COLUMBUS
2500 14TH ST STE 3
COLUMBUS, NEBRASKA 68601-4958
UNITED STATES**



Sirius Computer Solutions, LLC

Headquarters:
10100 Reunion Place, Suite 500
San Antonio, Texas 78216
www.siriuscom.com
Sirius Tax ID # 74-2836721

Proposal Number: Q-00483564
Proposal Date: 05/12/2025
Expires: 06/10/2025
Description: Cisco Renewal 12-31-25 Coterm V2
Attn:

Part #	Description	Qty	Contract #	Machine	Model	Serial #	Svc Lvl	Start Date	End Date	Ext. Price
CON-ECMUS-C9800CLC	Cisco Catalyst 9800-CL Wireless Controller for Cloud	1	200820684	C9800-CL-K9	5675923271		ECMUS	04/30/2025	12/31/2025	\$1,052.18
CON-ECMUS-C9800CLC	Cisco Catalyst 9800-CL Wireless Controller for Cloud	1	200820684	C9800-CL-K9	5675923284		ECMUS	04/30/2025	12/31/2025	\$1,052.18
CON-SNTP-E220M5SX	Cisco HyperFlex Hybrid Edge 220 M5 system	1	200820684	HX-E-220M5SX	5676500661	WMP2609004K	SNTP	04/30/2025	12/31/2025	\$1,674.63
CON-SNTP-E220M5SX	Cisco HyperFlex Hybrid Edge 220 M5 system	1	200820684	HX-E-220M5SX	5676500679	WMP2609002U	SNTP	04/30/2025	12/31/2025	\$1,674.63
CON-SNTP-E220M5SX	Cisco HyperFlex Hybrid Edge 220 M5 system	1	200820684	HX-E-220M5SX	5676500689	WMP2609004E	SNTP	04/30/2025	12/31/2025	\$1,674.63
CON-SNTP-CC240M5L	UCS C240 M5 12 LFF + 2 rear drives w/o CPU,mem,HD,PCIe,PS	1	200820684	UCSC-C240-M5L	5677974478	WZP243401GY	SNTP	05/04/2025	12/31/2025	\$740.74
CON-SNT-FRP11209	Cisco Firepower 1120 NGFW Appliance, 1U	1	200820684	FPR1120-NGFW-K9	5681865810	JMX2620X0J6	SNT	05/19/2025	12/31/2025	\$233.12
CON-SNT-FRP11209	Cisco Firepower 1120 NGFW Appliance, 1U	1	200820684	FPR1120-NGFW-K9	5681865814	JMX2620X0J7	SNT	05/19/2025	12/31/2025	\$233.12
CON-SNT-FPR1010N	Cisco Firepower 1010 NGFW Appliance, Desktop	1	200820684	FPR1010-NGFW-K9	5705228538	JMX2631X4LF	SNT	08/04/2025	12/31/2025	\$39.30
CON-SNT-C9504YA4	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	1	200820684	C9500-48Y4C-A	5714442909	FDO26330JVZ	SNT	09/03/2025	12/31/2025	\$570.85
CON-SNT-C9504YA4	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	1	200820684	C9500-48Y4C-A	5714442930	FDO26330KDK	SNT	09/03/2025	12/31/2025	\$570.85
C9500-DNA-A-1M	C9500 DNA Adv, Spare Term License	1	200820684	C9500-DNA-48Y4C-A=			SSTC	10/02/2025	12/31/2025	\$1,260.87
C9500-DNA-A-1M	C9500 DNA Adv, Spare Term License	1	200820684	C9500-DNA-48Y4C-A=			SSTC	10/02/2025	12/31/2025	\$1,260.87
Extended Subtotal:										\$12,037.97
Total Client Price:										\$12,037.97

Proposal Comments:

Terms and Conditions:

Unless otherwise noted, price does not include shipping, handling or applicable tax which may be added at the time of invoice. All quoted shipping and handling charges or tax amounts are estimates only, and are subject to change upon invoicing. In the event CITY OF COLUMBUS ("Customer") requests expedited shipping, whether such request is made before or after acceptance of this Solution Proposal ("Proposal") by Customer, the price stated above for shipping and handling is subject to change.

This Proposal is subject to the Terms and Conditions below and/or any referenced agreements. Acceptance of this Proposal by an authorized representative of Customer will be deemed the equivalent of a Customer Purchase Order, which will authorize Sirius Computer Solutions, LLC. ("Sirius") to order the products listed in this Proposal. Until Sirius receives and accepts a Purchase Order or a signed copy of this Proposal for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule. The products contained on this Proposal may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay one or more partial payments of the total purchase price stated above for any such partial shipment of products. For purposes of clarity, services being sold under this Proposal, whether Sirius' or a manufacturer's/vendor's, shall not be subject to shipping and handling and the terms related thereof.

Notwithstanding anything to the contrary in the Terms and Conditions below and/or any referenced agreements, Customer hereby agrees that the products listed on this Proposal are noncancelable, nonreturnable, and nonrefundable except with the express written permission of Sirius.

Your contract number(s), currently on file, is as follows:

Agreement Type: Customer Agreement 34239-CA

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and Customer. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer's organization who is not privileged to receive such information, unless required by law.

Cisco Terms and Conditions

If applicable, Customer acknowledges that Sirius will provide separate invoices for the Webex service and the Cisco Calling Plan service. Sirius will collect applicable sales tax for the Webex service. If Customer selects a Cisco Calling Plan service, Sirius will collect all indirect and telecommunication taxes and remit such taxes to Cisco on behalf of their affiliate Broadsoft Adaption LLC, the provider of the Cisco Calling Plan.

Customer will pay all Fees for the use of the Cisco products and services as outlined in Sirius's invoice within 30 days after the date of the invoice or by such other payment terms that may have been negotiated between Customer and Sirius. In addition to the Subscription Fee, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, including any True Forward or Exceptional Growth charges as referenced in the Cisco Terms (as defined below), audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco products and services. Sirius will invoice Customer for the Subscription Fee periodically as set forth in this Proposal unless otherwise agreed to between the parties. Sirius will invoice for any usage, consumption, True Forward, overage, or any other additional fees based on Cisco's billing schedule for such charges. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".

In addition to any other rights Sirius may have, Sirius may suspend or terminate the Cisco products and services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

The Cisco products and services purchased under this Proposal are non-cancellable and all Fees paid to Sirius are non-refundable.

BY SIGNING BELOW OR PLACING AN ORDER FOR THE ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco products and services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: <https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html>, which includes Cisco's General Terms at the following URL: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf, and the Buying Programs and Offer Descriptions at the following URL: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#~buying-programs-supplemental-terms-and-offer-descriptions>, and (2) that Cisco or its affiliates and not Sirius will be responsible for the performance of the Cisco products and services.

Accepted by:

CITY OF COLUMBUS

Approved by:

Sirius Computer Solutions, LLC

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title of Authorized Representative

Title of Authorized Representative

Date Signed

Date Signed

Ship to Contact (Name, Phone, & Email)

Bill to Contact (Name, Phone, & Email)

Ship to Address

Bill to Address



SOLUTION PROPOSAL

Prepared for:

CITY OF COLUMBUS
2500 14TH ST STE 3
COLUMBUS, NEBRASKA 68601-4958
UNITED STATES

Client Executive:

Casey Lee
+1 (402) 578-3555
casey.lee@cdw.com

Proposal Number: Q-00483564
Proposal Date: 05/12/2025
Expires: 06/10/2025
Description: Cisco Renewal 12-31-25 Coterm V2
Currency: USD

Client Executive:
Casey Lee
+1 (402) 578-3555
casey.lee@cdw.com

**CITY OF COLUMBUS
2500 14TH ST STE 3
COLUMBUS, NEBRASKA 68601-4958
UNITED STATES**



Sirius Computer Solutions, LLC

Headquarters:
10100 Reunion Place, Suite 500
San Antonio, Texas 78216
www.siriuscom.com
Sirius Tax ID # 74-2836721

Proposal Number: Q-00483564
Proposal Date: 05/12/2025
Expires: 06/10/2025
Description: Cisco Renewal 12-31-25 Coterm V2
Attn:

Part #	Description	Qty	Contract #	Machine	Model	Serial #	Svc Lvl	Start Date	End Date	Ext. Price
CON-ECMUS-C9800CLC	Cisco Catalyst 9800-CL Wireless Controller for Cloud	1	200820684	C9800-CL-K9	5675923271		ECMUS	04/30/2025	12/31/2025	\$1,052.18
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CON-SNTP-E220M5SX	Cisco HyperFlex Hybrid Edge 220 M5 system	1	200820684	HX-E-220M5SX	5676500679	WMP2609002U	SNTP	04/30/2025	12/31/2025	\$1,674.63
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CON-SNT-FRP11209	Cisco Firepower 1120 NGFW Appliance, 1U	1	200820684	FPR1120-NGFW-K9	5681865814	JMX2620X0J7	SNT	05/19/2025	12/31/2025	\$233.12
CON-SNT-FPR1010N	Cisco Firepower 1010 NGFW Appliance, Desktop	1	200820684	FPR1010-NGFW-K9	5705228538	JMX2631X4LF	SNT	08/04/2025	12/31/2025	\$39.30
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C9500-DNA-A-1M	C9500 DNA Adv, Spare Term License	1	200820684	C9500-DNA-48Y4C-A=			SSTC	10/02/2025	12/31/2025	\$1,260.87
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Extended Subtotal:										\$12,037.97
Total Client Price:										\$12,037.97

Proposal Comments:

Terms and Conditions:

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Your contract number(s), currently on file, is as follows:

Agreement Type: Customer Agreement 34239-CA

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Cisco Terms and Conditions

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Customer will pay all Fees for the use of the Cisco products and services as outlined in Sirius's invoice within 30 days after the date of the invoice or by such other payment terms that may have been negotiated between Customer and Sirius. In addition to the Subscription Fee, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, including any True Forward or Exceptional Growth charges as referenced in the Cisco Terms (as defined below), audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco products and services. Sirius will invoice Customer for the Subscription Fee periodically as set forth in this Proposal unless otherwise agreed to between the parties. Sirius will invoice for any usage, consumption, True Forward, overage, or any other additional fees based on Cisco's billing schedule for such charges. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".

In addition to any other rights Sirius may have, Sirius may suspend or terminate the Cisco products and services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

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BY SIGNING BELOW OR PLACING AN ORDER FOR THE ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco products and services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: <https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html>, which includes Cisco's General Terms at the following URL: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf, and the Buying Programs and Offer Descriptions at the following URL: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#~buying-programs-supplemental-terms-and-offer-descriptions>, and (2) that Cisco or its affiliates and not Sirius will be responsible for the performance of the Cisco products and services.

Accepted by:

CITY OF COLUMBUS

Approved by:

Sirius Computer Solutions, LLC

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title of Authorized Representative

Title of Authorized Representative

Date Signed

Date Signed

Ship to Contact (Name, Phone, & Email)

Bill to Contact (Name, Phone, & Email)

Ship to Address

Bill to Address

13.B. Plans, specifications, estimate of cost in the amount of \$70,000, and authorization to advertise for bids for ADA Sidewalk Improvements 2025. (Plans and specifications on file in the engineering department.) CIP #20-75 & 70



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: May 26, 2025
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: ADA Sidewalk Improvements 2025

RECOMMENDATION:

I recommend approval of the plans, specifications and Engineer's Estimate of Cost in the amount of \$70,000 for ADA Sidewalk Improvements 2025 and to authorize staff to advertise for bids.

DISCUSSION:

The project includes construction of Americans with Disability Act (ADA) ramps in accordance with the City's ADA Transition Plan using budgeted money for this purpose. The project consists of 66 concrete ramps with dimple pads and related work generally at the locations shown on the attached drawing. Work will be in accordance with ADA guidelines and requirements. All work would be completed this fiscal year with ramps immediately adjacent to schools to be completed by start of fall classes.

FISCAL IMPACT:

ADA funding in 2024-2025 CIP #20-75 in the amount of \$60,000 and, if needed, carryover funding needed from a part of CIP #20-70, Miscellaneous Improvements, in the amount of \$300,000.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

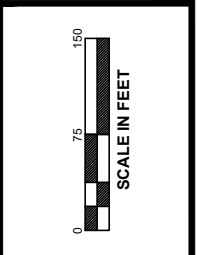
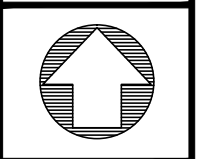
Approved By: _____



FILE SIZE: 2.95 MB
 FILE NAME: ADA IMPROVEMENTS 2025_CC.DWG
 DRAWING LOCATION: C:\USERS\BRADENLABENZ\DESKTOP\ADA IMPROVEMENTS 2025_CC.DWG
 LAST SAVED: Wednesday, May 29, 2025 1:41:23 PM
 LAST EDITOR: BRADENLABENZ
 PLOT SIZE: Ledger Landscape
 PLOT DATE: Thursday, July 13, 2023 4:49:25 PM

PRELIMINARY - NOT FOR CONSTRUCTION
 PRELIMINARY - NOT FOR CONSTRUCTION
 PRELIMINARY - NOT FOR CONSTRUCTION

REVISIONS



ADA IMPROVEMENTS 2025
PROJECT OVERVIEW SHEET

DRN BY: BEL/JML
 DATE: 06/02/2025
 REV No:
 CIP No:

 SHEET: **EXHIBIT**

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

14. **RESOLUTIONS**

14.A. Resolution No. R25-82 approving purchase agreement with Nebraska Department of Transportation in the amount of \$950,000 for property located at 3303 12 Street for multi-department use.

DRAFT

RESOLUTION NO. R25-82

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING PURCHASE AGREEMENT WITH THE NEBRASKA DEPARTMENT OF TRANSPORTATION, REGARDING THE REAL PROPERTY LOCATED AT 3303 12 STREET, COLUMBUS, NEBRASKA 68601, AND ALSO KNOWN AS PARCEL IDENTIFICATION NUMBERS 710093632, 710093639, 710093653 (I.E., NDOT'S FORMER MAINTENANCE YARD), AND 710086961 FOR A TOTAL PURCHASE PRICE OF \$950,000; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF COLUMBUS.

WHEREAS, the City seeks to purchase the from the Nebraska Department of Transportation its former maintenance yard located in Columbus, Nebraska; and,

WHEREAS, the property to be acquired is located at 3303 12 Street, Columbus, Nebraska 68601. The County Parcel ID numbers of property are: 710093632, 710093639, 710093653, and 710086961. The property is legally described as follows:

A tract of land located in Lots 1-5, Block 15 and Lot 1-8, Block 16, Highland Park Addition, vacated 34th Ave, and Outlots 1-3, Drapers Outlots, City of Columbus, Platte County, Nebraska. Beginning at the Northeast corner of Lot 1, Block 16, Highland Park Addition; thence westerly a distance of 490.50 feet to a point on the centerline of the alley in Block 15, Highland Park Addition; thence southerly deflecting 090 degrees 00 minutes, 00 seconds left, a distance of 145.50 feet along the centerline of the alley to a point at the northeast corner of Lot 5, Block 15, Highland Park Addition; thence westerly a distance of 132.00 feet along the north line of said Lot 5 to the northwest corner of said Lot 5; thence southerly a distance of 48.5 feet to the southwest corner of said Lot 5 to the Northeast of corner of Outlot 3, Drapers Outlots; thence westerly along the north line of said Outlot 3, a distance of 330.00 feet to the northwest corner of said Outlot 3; thence southerly deflecting 090 degree, 00 minutes, 00 seconds left, a distance of 127.20 feet to a point on the northerly Union Pacific Railroad right of way line; thence easterly deflecting 095 degrees, 05 minutes 28 seconds left, a distance of 957.00 feet along said railroad right of way line to the southeast corner of Outlot 1, Drapers Outlots; thence northerly deflecting 84 degrees, 11 minutes, 11 seconds, a distance of 228.42 feet along the east line of Outlot 1, Drapers Outlots and Block 16, Highland Park Addition to the point of beginning, containing 178,529.66 square feet or 4.10 acres, more or less; and,

WHEREAS, in accordance with Neb. Rev. Stat. § 18-1755, proper notice was

given, and a public hearing has been conducted regarding the acquisition of said property;
and

WHEREAS, a copy of the Purchase Agreement is attached hereto and incorporated herein by this reference; and

WHEREAS, the City desires to proceed with this property acquisition.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Purchase Agreement with the Nebraska Department of Transportation regarding real property located at 3303 12 Street, Columbus, Nebraska, for a total purchase price of Nine Hundred Fifty Thousand Dollars (\$950,000.00); a copy of which is attached hereto and incorporated herein by this reference, is hereby approved; and, the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: May 1, 2025
TO: Public Property Committee
FROM: Tara Vasicek, City Administrator
RE: Nebraska Department of Transportation (NDOT), Maintenance Yard (MY) 31000

RECOMMENDATION:

Purchase of the NDOT Maintenance Yard 31000 for \$950,000.

DISCUSSION:

The NDOT has offered to the City the Maintenance Yard they previously occupied located North of UPRR, west of 33rd Avenue. The attached 'Need and Justification' memo was prepared collaboratively between the Administration, Wastewater, Parks and Police Departments. It provides details related to existing sites and the NDOT MY31000.

FISCAL IMPACT:

\$950,000 total price, plus title insurance, split between the General Funds Capital Improvement Plan (CIP) the Wastewater Division.

\$475,000 General Fund CIP for Parks Department portion
\$475,000 Wastewater Division

ALTERNATIVE:

Do not purchase and built new buildings in the future for these needs.

Current estimated costs to do so:

\$1,690,000 - New Police impound building
\$1,600,000 - New Parks & Rec Maintenance Expansion
\$2,345,000 - New Wastewater Maintenance Expansion buildings
\$5,635,000 - Total

SIGNATURE:

By: _____

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made and entered into as of the date(s) indicated below, by and between City of Columbus, a municipal corporation in the State of Nebraska (hereinafter referred to individually as the "Buyer"), and the Nebraska Department of Transportation, an agency of the State of Nebraska (hereinafter referred to individually and/or collectively as the "Seller").

1. **SALE.** Seller shall sell and convey to Buyer, and Buyer shall purchase from Seller, all that certain plot, piece, and parcel of land, situated, lying and being in Platte County, Nebraska (hereinafter referred to as the "Real Property"), and being more particularly described as follows:

A tract of land located in Lots 1-5, Block 15 and Lot 1-8, Block 16, Highland Park Addition, vacated 34th Ave, and Outlots 1-3, Drapers Outlots, City of Columbus, Platte County, Nebraska. Beginning at the Northeast corner of Lot 1, Block 16, Highland Park Addition; thence westerly a distance of 490.50 feet to a point on the centerline of the alley in Block 15, Highland Park Addition; thence southerly deflecting 090 degrees 00 minutes, 00 seconds left, a distance of 145.50 feet along the centerline of the alley to a point at the northeast corner of Lot 5, Block 15, Highland Park Addition; thence westerly a distance of 132.00 feet along the north line of said Lot 5 to the northwest corner of said Lot 5; thence southerly a distance of 48.5 feet to the southwest corner of said Lot 5 to the Northeast of corner of Outlot 3, Drapers Outlots; thence westerly along the north line of said Outlot 3, a distance of 330.00 feet to the northwest corner of said Outlot 3; thence southerly deflecting 090 degree, 00 minutes, 00 seconds left, a distance of 127.20 feet to a point on the northerly Union Pacific Railroad right of way line; thence easterly deflecting 095 degrees, 05 minutes 28 seconds left, a distance of 957.00 feet along said railroad right of way line to the southeast corner of Outlot 1, Drapers Outlots; thence northerly deflecting 84 degrees, 11 minutes, 11 seconds, a distance of 228.42 feet along the east line of Outlot 1, Drapers Outlots and Block 16, Highland Park Addition to the point of beginning, containing 178,529.66 square feet or 4.10 acres, more or less.

The address of said Real Property is: 3303 12th Street, Columbus, Nebraska 68601. The County Parcel ID numbers of this Real Property are: 710093632, 710093639, 710093653, and 710086961.

All personal items/property left on the Real Property by Seller shall be deemed to be included in the sale of the Real Property, and the Buyer may dispose of such personal items/property in any manner he sees fit.

2. **PURCHASE PRICE AND PAYMENTS.** Buyer shall pay the sum of Nine Hundred Fifty Thousand Dollars and No Cents (\$950,000.00) to the Seller. Buyer agrees

in consideration of purchase of the Real Property to pay such sum in the following manner:

- Nine Hundred Fifty Thousand Dollars and No Cents (\$950,000.00) by electronic transfer or by check mailed to Buyer on or before July 1, 2025.

3. **DEFAULT.** If Buyer fails to consummate this purchase according to the terms of this Agreement then Seller may, at Seller's sole option, retain any earnest money/down payment, if any was paid, as liquidated damages for such failure, and/or utilize other any and all such legal remedies as are available to Seller by reason of such failure.

4. **CLOSING AND POSSESSION OF REAL PROPERTY.** Buyer will submit payment in full to Seller. Upon Seller receiving said payment Seller shall immediately execute a Quitclaim Deed to evidence said transfer and return the Quit Claim Deed to Buyer for recording. Buyer is entitled to exclusive possession of the Real Property on July 1, 2025, or deposit by Buyer of the purchase funds, whichever is earlier.

5. **PROPERTY INSURANCE.** Seller shall at all times while this Agreement is operable, maintain and/or cause to be in effect, insurance policies (which may include, but not necessarily limited to): fire insurance, liability insurance, flood insurance, hazard insurance, and other risk insurances, that at a minimum are in amounts equal to the purchase price herein. All risk of loss concerning the Real Property sold hereunder shall pass to the Buyer at the time of closing.

6. **CONDITION OF REAL PROPERTY.** The Real Property (including all buildings, improvements, alterations, and fixtures located thereon) is being sold in "AS IS" condition; "WITH ALL FAULTS"; without any warranties as of the date of signing of this Agreement; and, with no representations, express, implied, or arising by operation of law (including those pertaining to the warranties of fitness for a particular purpose, merchantability, and habitability) being made relating to the nature, condition, or suitability of the Real Property. Buyer acknowledges that prior to the signing of this Agreement, he/she/they had the full opportunity to review and inspect the Real Property and that Buyer hereby explicitly agrees to take ownership of the Real Property and subject to the "AS IS" condition as stated herein. Similarly, it is understood between the parties that this Agreement is based upon Buyer's personal inspection of the premises and not upon any representations or warranties of condition by the Seller or anyone on Seller's behalf.

7. **UTILITIES.** Seller shall be responsible for payment of all utilities of the Real Property through closing. Buyer shall be responsible for all utilities after that date. All utilities shall be transferred to the Buyer's name as of the date of closing.

8. **REAL PROPERTY CONDITION DISCLOSURE STATEMENT AND LEAD-BASED PAINT DISCLOSURE.** The parties acknowledge that there is no property disclosure statement as required under Neb. Rev. Stat. § 76-2,120 because this Real Property is not residential; and, that no lead-based paint disclosure and lead based hazards form is required. To the extent that this Real Property is or maybe deemed residential then Buyer expressly waives any such disclosure.

9. **PUBLIC HEARING AND CITY COUNCIL APPROVAL REQUIRED.** This Agreement and the purchase of the Real Property by Buyer are subject to approval by the City Council and Mayor of the City of Columbus, Nebraska. Further, because this Agreement contemplates Buyer purchasing and acquiring an interest in real property, Buyer (as it is a municipality) is required by state law (Neb. Rev. Stat. § 18-1755) to provide the following: a public hearing on the acquisition of the interest in this real property. Therefore, this Agreement and sale of this Real Property is contingent upon said public hearing being conducted by the City Council of the City of Columbus, Nebraska, and upon a successful vote of the City Council approving said Agreement.

10. **NO CONTINGENCIES.** This Agreement is not contingent on any further inspection of the Real Property, unless otherwise stated herein.

11. **SELLER'S REPRESENTATION.** Seller represents and warrants to Buyer that he knows of no defects, hazardous materials, boundary line disputes, or other problems associated with the Real Property.

12. **MARKETABLE TITLE AND TITLE INSURANCE.** Seller represents that it is the sole legal owner of the Real Property. Seller agrees to convey good and marketable title, free of any and all encumbrances, except standard easements, restrictions, and utility easements of record to the Real Property to Buyer by Quitclaim Deed upon deposit by Buyer of the purchase funds.

At the discretion of Buyer, the Parties shall secure an owner's policy from a title company of its own choice which protects the Buyer to the full amount of the purchase price hereunder against loss and damage by reason of defect in the title of Seller in the Real Property or by reason of prior liens and encumbrances not assumed by the Buyer under this Agreement. Said title insurance and said Owner's policy shall be procured by the parties as soon as reasonably possible. Buyer shall pay for the total costs of the title policy/commitment. Seller agrees it shall not further encumber this Real Property during the term of this Agreement. If impermissible defects are shown (which are not otherwise considered/addressed in this Agreement), then Seller shall be given notice and a reasonable amount of time to cure said defects. If the impermissible title defects are not able to be cured, Buyer may elect to cancel and terminate this Agreement, and in such a situation the Agreement shall be considered void. The Title Standards issued by the Nebraska State Bar Association in effect as of the date of execution of this Agreement by both parties shall serve as a guide when resolving any dispute with respect to real estate title.

13. **NOTICES.** Notices, demands, or requests made between Buyer and Seller must be in writing and may be delivered in person or sent by first class mail to the following:

- Seller at:
Nebraska Department of Transportation
Attn: Todd Wicken, Property Management Supervisor Right of Way
Division

PO Box 94759
Lincoln, NE 68502

- Buyer at:
City of Columbus
Attn: City Administrator
2500 14th Street, Ste 3
Columbus, Nebraska, 68601

All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is given or on the third (3rd) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as shown above.

14. **TIME OF THE ESSENCE.** Time is of the essence in this matter.

15. **NON-WAIVER.** The failure by either Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

16. **MODIFICATION OF AGREEMENT.** This Agreement may not be modified, altered, changed, or amended except by written instrument executed by all Parties hereto.

17. **BINDING EFFECT.** The Agreement shall be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective Parties hereto.

18. **AUTHORIZATION.** Both parties' execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by the parties and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the parties, with any law, regulation, or court order that is applicable to the parties in any way.

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

20. **SINGULARS / PLURALS / CONTEXT.** Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include all genders. When not inconsistent with the context, words used in the present tense include the future. The words "shall" and "will" are mandatory, and the word "may" is permissive.

21. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date which all Parties have signed and approved this Agreement.

22. **APPLICABLE LAW.** The Parties agree that Nebraska law shall govern this Agreement. The Parties shall submit to personal jurisdiction and subject matter jurisdiction of the State of Nebraska in Platte County for any dispute between the Parties.

23. **SEVERABILITY.** Invalidation of any one or more of the provisions of this Agreement by judgment or court order shall in no way affect any other provisions of the Agreement and all which other provisions shall remain in full force and effect.

24. **MERGER AND INTEGRATION CLAUSE.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

25. **FAXED/SCANNED SIGNATURES AND MULTIPLE COUNTERPARTS.** This Agreement may be executed in multiple counterparts with faxed or scanned signatures, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

*****Remainder of Page Left Intentionally Blank*****

IN WITNESS WHEREOF, the Buyer executed this Agreement effective this ____ day of _____, 2025:

City of Columbus:

James B. Bulkley, as Mayor of and
on behalf of the City of Columbus

STATE OF NEBRASKA)
)ss.
COUNTY OF PLATTE)

Before me, a notary public, qualified for said county, personally came James B. Bulkley, as Mayor of and on behalf of the City of Columbus, a Municipal Corporation, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

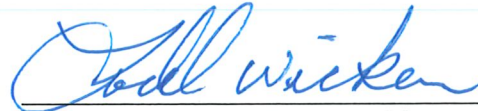
Dated this ____ day of _____, 2025.

Notary Public

APPROVED AS TO FORM:

CITY ATTORNEY

IN WITNESS WHEREOF, the Seller has executed this Agreement effective this 28th
day of MAY, 2025:



Todd Wicken, as Property Management
Supervisor, Right of Way Division, of the
Nebraska Department of Transportation,
and as authorized agent for the same.

STATE OF NEBRASKA)
)ss.
COUNTY OF Lancaster)

Before me, a notary public, qualified for said county, personally came Todd Wicken, as Property Management Supervisor, Right of Way Division, of the Nebraska Department of Transportation, and as authorized agent for the same, known to me to be the identical person who signed the foregoing Purchase Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this 28th day of May, 2025.



Lisa Johnson
Notary Public



Accountability - Dedication
Honesty - Integrity - Respect

City Hall
2500 14th St., Suite 3
Columbus, NE 68601
402-562-4309
www.columbusne.us

NEED & JUSTIFICATION LAND ASSESSMENT

Date: 5/5/2025

Prepared By: Braden Labenz, EI

Project Title: Need & Justification for Public Works Dept and Parks & Rec. Dept Use

Proposed Seller: Nebraska Department of Transportation (NDOT)

Acquiring Entity: City of Columbus, Nebraska

1. Purpose of Acquisition

The purpose of this land acquisition is to provide additional property to meet the operational needs of the City of Columbus' Wastewater division of the Public Works Department and Parks and Recreation Department. This land will allow the City to improve public service delivery, expand recreational amenities, and support long-term infrastructure and maintenance planning.

2. Property Details

Address: 3303 12th Street, Columbus NE

Parcel ID(s): 710093632, 710093639, 710093653, 710086961

Current Owner: Nebraska Department of Transportation (NDOT)

Proposed Use: Public Works Department and Park & Recreation Maintenance Use

Acreage: 4.10 Acres

Legal Description (per NDOT):

A tract of land located in Lots 1-5, Block 15 and Lots 1-8, Block 16, Highland Park Addition, vacated 34th Ave, and Outlots 1-3, Drapers Outlots, City of Columbus, Platte County, Nebraska, described as follows:

Beginning at the Northeast corner of Lot 1, Block 16, Highland Park Addition; thence westerly a distance of 490.50 feet to a point on the centerline of the alley in Blok 15, Highland Park Addition; thence southerly deflecting 090 degrees 00 minutes, 00 seconds left, a distance of 145.50 feet along the centerline of the alley to a point at the northeast corner of Lot 5, Block 15, Highland Park Addition; thence westerly a distance of 132.00 feet along the north line of said Lot 5 to the northwest corner of said Lot 5; thence southerly a distance of 48.5 feet to the southwest corner of said Lot 5 to the Northeast corner of Outlot 3, Drapers Outlots; thence westerly along the north line of said Outlot 3, a distance of 330.00 feet to the northwest corner of said Outlot 3; thence southerly deflecting 090 degree, 00 minutes, 00 seconds left, a distance of 127.20 feet to a point on the northerly Union Pacific Railroad right of way line; thence easterly deflecting 095 degrees, 05 minutes, 28 seconds left, a distance of 957.00 feet along said railroad right of way line to the southeast corner of Outlot 1, Drapers Outlots; thence northerly deflecting 84 degrees, 11 minutes, 11 seconds, a distance of 228.42 feet along the east line of Outlot 1, Drapers Outlots and Block 16, Highland Park Addition to the point of beginning, containing 178,529.66 square feet or 4.10 acres, more or less.

3. Valuation and Appraisal

The Nebraska Department of Transportation stated they intend to dispose of their Old Maintenance Yard Number 31000. They chose to offer the surplus maintenance yards to local government entities prior to opening it to the general public. They will sell the land at the appraised value per their internal policies.

An independent, certified real estate appraisal has been obtained by the Nebraska Department of Transportation in accordance with Nebraska state statutes to confirm fair market value. The NDOT also conducted an internal review appraisal. Both of these are attached as Exhibits J and K.

The official offer letter is attached as Exhibit C. A final agreement will be presented to council when available.

Appraisal Value: ***\$950,000.00***

4. Existing and Proposed Use Statements

Wastewater Division of Public Works Department

A full description of the existing and proposed uses can be read in Exhibit H. The following list are the key points of the statement:

- Separate the Wastewater Collection Division from the Water Utility Distribution Division
 - Could be required per a proposed federal law and is an industry trend
- Sufficient space for equipment, vehicles, and personal
- Reduce response time for service calls

Parks & Recreation Department

A full description of the existing and proposed uses can be read in Exhibit I. The following list are the key points of the statement:

- Sufficient space for equipment, vehicles, and personal
- Allow for Police Department expansion for large evidence, long-term storage, and impound area
- Warm storage for necessary assets (i.e.–vehicles, soils, plants, and repair parts)
- Future expansion area for a greenhouse

Police Department

The Police Department supports the purchase of the new land and the moving of the parks department to that location. This enables the PD to grow at the current Park Maintenance site. Being able to utilize the entire building where the parks department is currently would be the most beneficial for our department. The location near the gas pumps for inside storage allows PD to use a building they are already using, and provides more room for this inside storage. The inside storage is normally for vehicles that are seized as evidence. This location has much more traffic than the impound lot near the compactor. Police officers fill their squad cars with fuel at the beginning or end of shift, which is an additional positive to the security of the location. Putting a building up for this purpose near the transfer station and outside impound lot would not afford the same sort of security that the parks department building would. The cost savings is another significant advantage of this plan.

Nebraska Department of Transportation

The property under consideration is presently used by NDOT for a variety of operational needs, including outdoor equipment storage and construction material staging. The site includes stalls for construction waste storage and houses salt brine containers, though their future disposition is still uncertain. The facility is equipped with two main buildings—each with truck bays, office spaces, break rooms, and storage areas designed to support maintenance and construction operations. The truck bays are sized for tight accommodation of straight trucks outfitted with plows. The space also includes designated office areas, reception, and support spaces for technical and administrative functions.

5. Anticipated Alternative Financial Calculations

<i>Alternatives for Necessary City Functions</i>		
<i>Description</i>	<i>Cost (\$/SF)</i>	<i>Total Cost (\$)</i>
New Police Impound Lot & Building (Metal Building ~13,000 SF)	130	1,690,000
New Parks & Recreation Maintenance Expansion (Metal Building ~8,000 SF)	200	1,600,000
New Wastewater Maintenance Expansion (Metal Building ~7,600 SF) (Metal Storage Buildings ~6310 SF)	200 130	1,520,000 825,000
Limitations: <ul style="list-style-type: none">• No land costs are included in these estimates• No land improvements are included, i.e. - facility improvements, utility improv.• All building dimensions are approximations• \$/SF values are based off recent relevant projects around Columbus		

6. Attachments

- Exhibit A – Property Overview
- Exhibit B – Columbus Maintenance Yard 3100 Plat
- Exhibit C – NDOT Maintenance Yard Offer Letter
- Exhibit D – Existing Land Use, NDOT Maintenance Yard
- Exhibit E – Existing Land Use, Public Works Department
- Exhibit F – Existing Land Use, Parks & Recreation Department
- Exhibit G – Proposed Land Use, Public Works and Parks & Rec.
- Exhibit H – Proposed Land Use, Parks & Rec. Building
- Exhibit I – Need & Justification Letter, Public Works Director
- Exhibit J – Need & Justification Letter, Parks & Rec. Director



34TH AVENUE

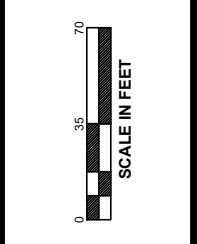
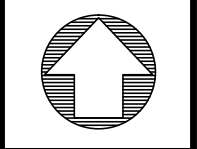
12TH STREET

UPRR PROPERTY

33RD AVENUE

REVISIONS

THE CITY OF
COLUMBUS
NEBRASKA
ENGINEERING DEPARTMENT
(402) 562-4309



LAND ASSESSMENT
PROPERTY OVERVIEW

DRN BY: BEL
DATE: 05/05/2025
REV No:
CIP No:

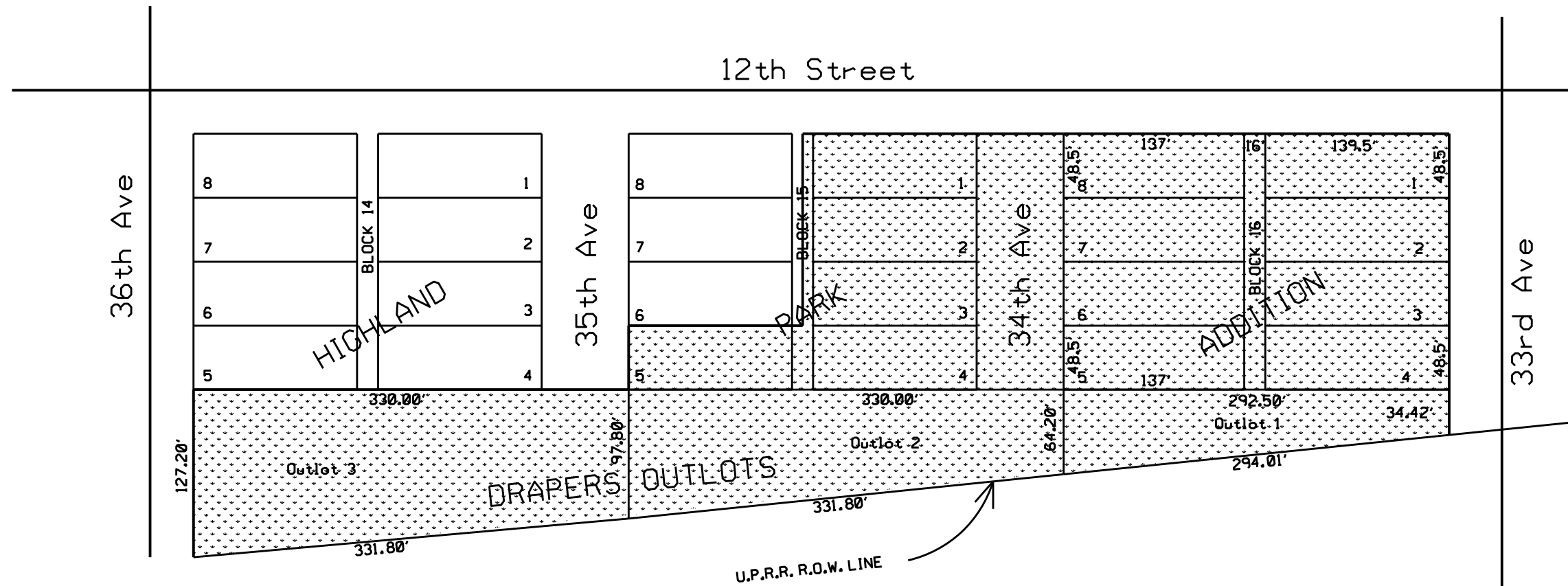


EXHIBIT B

31000



1" = 100'



Lots 1-6 & 8, Blk 16, Highland Park & Outlot 1, Drapers Outlots purchased March 11, 1932 recorded in Book 75, Page 208

Lot 7, Block 16, Highland Park purchased March 12, 1932 recorded in Book 75, Page 203

Outlots 2 & 3, Drapers Outlots purchased June 6, 1957 recorded in Book 108, Page 119

Lots 3 & 4 and East 1/2 of alley, Blk 15, Highland Park purchased December 17, 1969 recorded in Book 145, Page 443

Lot 5 and West 1/2 vacated alley, Blk 15, Highland Park purchased Decmebr 18, 1969 recorded in Book 145, Page 445

Lots 1 & 2, Blk 15, Highland Park, purchased January 4, 1988 recorded in Book 182, Page 555

PLAT
MAINTENANCE YARD
COLUMBUS
 OWNED BY
 DEPT. OF TRANSPORTATION
 STATE OF NEBRASKA
 DRAWN BY:
 DATE:

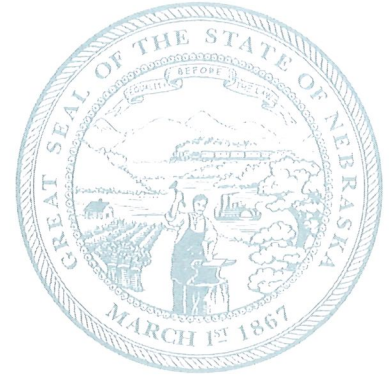
EXHIBIT C

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

April 24, 2025



Jim Pillen, Governor

City of Columbus
Attn: Tara Vasicek
2500 14th Street, Suite 3
PO Box 1677
Columbus, NE 68602-1677

Re: Maintenance Yard 31000
Columbus, NE

Dear Ms. Vasicek:

Reference is made to the Cities request to purchase a former NDOT Maintenance Yard located in Drapers Outlots 1, 2, & 3, Highland Park Addition Lots 1-5, Block 15, Lots 1-8, Block 16 & Vacated 34th Ave in Columbus, Platte County, Nebraska.

This office is now prepared to offer this tract to the City of Columbus for the amount of \$950,000.00. If you still wish to purchase this tract, please send a check, made payable to the Nebraska Department of Transportation, in the enclosed envelope. Also, please provide this office with the following information:

Name or names as you wish them to appear on the deed, and Your Telephone Number.

If you are no longer interested in this tract, please notify this office before June 1, 2025, so that we may keep our files current. Enclosed is a copy of the plat and legal description for your information. If you have any questions, please feel free to contact this office at (402)479-4462 or email: todd.wicken@nebraska.gov

Sincerely,

Todd Wicken
Property Management Supervisor
Right of Way Division

Vicki Kramer, Director
Department of Transportation

MAILING ADDRESS	PHYSICAL ADDRESS	PHONE
PO Box 94759	1500 Nebraska Parkway	402-471-4567
Lincoln, NE 68509-4759	Lincoln, NE 68502	EMAIL NDOT.ContactUs@nebraska.gov

dot.nebraska.gov



34TH AVENUE

12TH STREET

33RD AVENUE

SIGN SHED

STORAGE

SALT STORAGE

SALT STORAGE

UPRR PROPERTY

CONSTRUCTION OFFICE & TRUCK BAYS

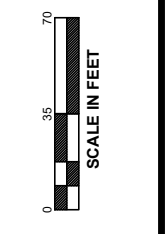
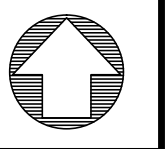
MAINTENANCE OFFICE & TRUCK BAYS

LAND ASSESSMENT
EXISTING LAND USE,
NDOT MAINTENANCE YARD

DRN BY: BEL
DATE: 05/05/2025
REV No:
CIP No:



SHEET
EXHIBIT-D



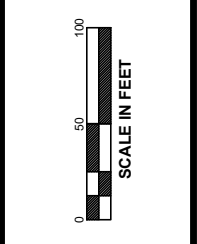
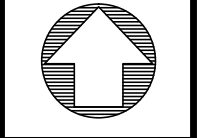
THE CITY OF
COLUMBUS
NEBRASKA
ENGINEERING DEPARTMENT
(402) 562-4309

REVISIONS



REVISIONS

THE CITY OF
COLUMBUS
NEBRASKA
ENGINEERING DEPARTMENT
(402) 562-4309



LAND ASSESSMENT
EXISTING LAND USE,
PUBLIC WORKS DEPARTMENT

DRN BY: BEL
DATE: 05/05/2025
REV No:
CIP No:



DRAWING LOCATION: I:\M\ MISCELLANEOUS\5. PROPERTY PURCHASES & SOLD\PROPERTY PURCHASES & SOLD\CITY PURCHASE OF PROPERTY\MOOT MAINTENANCE YARD\LAND NEEDS ASSESSMENT 2025.DWG
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LAST EDITOR: BRADEN LORENZ
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FILE SIZE: 2.82 MB

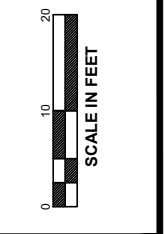
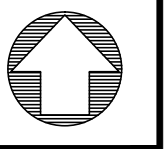
NORTH MAINTENANCE BUILDING



SOUTH MAINTENANCE BUILDING

REVISIONS

COLUMBUS
NEBRASKA
ENGINEERING DEPARTMENT
(402)-562-4309



LAND ASSESSMENT
EXISTING LAND USE,
PARKS & RECREATION DEPT

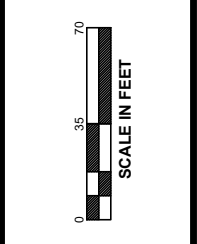
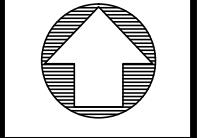
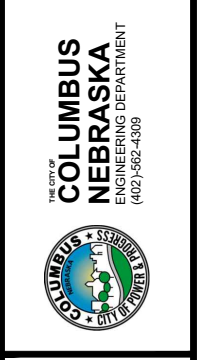
DRN BY: BEL
DATE: 05/05/2025
REV No:
CIP No:



SHEET
EXHIBIT-F



REVISIONS



LAND ASSESSMENT
PROPOSED LAND USE,
PUB. WORKS & PARKS & REC.

DRN BY: BEL
DATE: 05/05/2025
REV No:
CIP No:
Nebraska 811
Know what's below.
811 before you dig.

SHEET
EXHIBIT-G

DRAWING LOCATION: I:\MISCELLANEOUS\PROPERTY PURCHASES & SOLD\PROPERTY PURCHASES & SOLD\CITY PURCHASE OF PROPERTY\PDOT MAINTENANCE YARD\LAND NEEDS ASSESSMENT 2025.DWG
LAST SAVED: Monday, April 26, 2025 1:56:18 PM
LAST EDITOR: BRADEN LORENZ
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FILE SIZE: 2.82 MB
FILE NAME: LAND NEEDS ASSESSMENT 2025.DWG

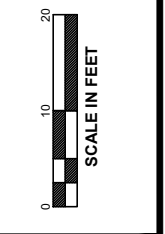
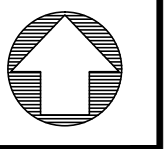
NORTH MAINTENANCE BUILDING



SOUTH MAINTENANCE BUILDING

REVISIONS

COLUMBUS NEBRASKA
ENGINEERING DEPARTMENT
(402)-562-4309



LAND ASSESSMENT
PROPOSED LAND USE,
PARKS & REC. BUILDING

DRN BY: BEL
DATE: 05/05/2025
REV No.:
CIP No.:



SHEET
EXHIBIT-H



EXHIBIT I

**Accountability - Dedication
Honesty - Integrity - Respect**

City Hall | Public Works Department
2500 14th St., Suite 3
Columbus, NE 68601
402-562-4260
www.columbusne.us

April 25, 2025

The following NDOT surplus property west of 33rd Ave and 12th Street, has been offered to the City of Columbus.

The property has a west building that has office space and 6 truck bays with 14' Overhead Doors. This building would be a perfect site to separate and house the Wastewater Collection division from the Water Utility Distribution equipment and inventory.

This property could be utilized for separation of utility sewer service trucks that are on call 24-7 and must be stored in heated bays. There is ample space for repair of pumps and equipment storage as well as room for inventory storage.

The industries trend has seen a push to separate potable water and wastewater divisions to not be housed in the same facilities for various health reasons.

The Utility staff could also utilize the office space for operations, training for sewer related day to day operations, including the wastewater Scada control systems.

The East 7 bay shop and office space would be utilized Parks dept as well as the other out buildings and site would be shared with the Parks Dept.

This space and area will make for a safer enter exit plan for truck traffic. Will eliminate the delayed call response time as NECRR blocks the tracks and crossings, multiple times of the day and night. Currently some parking and staging of equipment is taking place along the east property line of CMF, which is actually on the ROW of Ne Central Rail Road.

Office space vacated at the CMF will be utilized by the Water Utility Superintendent as well as the smaller utility breakroom will become a smaller meeting room at CMF.

Water Distribution equipment and inventory will remain housed at the Current CMF.

Thank you,

Chuck Sliva
Public Works Director
City of Columbus
Phone: 402-562-4260



EXHIBIT J

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

April 28, 2025

The NDOT property west of 33rd Ave and 12th street has been offered to the City of Columbus. Below are the Parks Departments intentions:

- We would utilize the east 7 bays and office space for the parks department. This would give us additional square footage for our shop and warm storage as well as additional outdoor storage space in a secured location.
- Warm storage is important as much of our equipment runs off of diesel and is utilized in the cold and winter months.
- We intend to use the open space just south of the building as a future site for a park greenhouse as our department explores cost savings measures and the utilization of native vegetation that work well with our sandy soils.
- We intend to bring any of our equipment that can be stored outside, like playground repair parts and turf, to this location so that it can be better secured.
- The office space will be used for the Park Superintendent and the smaller areas will be used for smaller staff meetings and a breakroom area.

The current Parks Department is partially used by PD for evidence collection. The rest of the shop would be a good option for when they have multiple vehicles they are searching.

Thank you,

Betsy Eckhardt

EXHIBIT J

EXCESS LAND APPRAISAL

**Project Number: MY31000
Columbus, Nebraska
Platte County**

**Nebraska Department of Transportation
Right of Way Division**

**Date Signed
09/30/2024**

**Tim Lentz
Salaried Staff Appraiser**



09/30/2024

Tim Mullin, Chief Appraiser
Nebraska Department of Transportation
Right of Way Division
1600 Highway 2, PO Box 94759
Lincoln, NE 68509-4759

Reference: Project # MY31000

Dear Tim Mullin,

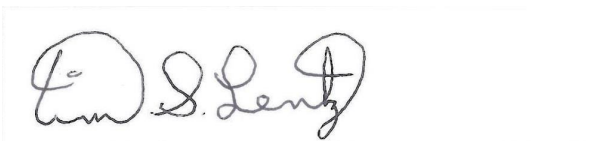
In accordance with your request, I submit the required appraisal for the above referenced parcel of excess land. The assignment consisted of determining the market value of land considered to be surplus right of way. The tract is analyzed and the results are included in this report. This report contains general information about the area as well as specific data gathered about the subject parcel. All sales researched for this parcel and considered comparable to the subject tract are included in this report.

My inspection of the subject parcel was completed on 08/07/2024, which is also the effective date of this report. The intended use of this appraisal is for assistance in the disposal of property rights considered surplus to the needs of the Nebraska Department of Transportation. The function of the report is to provide the State of Nebraska Department of Transportation with a basis of negotiations for real property disposition. The report is not intended for any other use or other users.

The report is presented as a narrative, summary appraisal report. The report considers the influence of social, economic, governmental and environmental factors in addition to an analysis of the subject property and applicable market data.

Basic assumptions and limiting conditions used in the appraisal are contained within this report. Various maps, photographs, drawings, and other exhibits are included in related portions of this report or in the Addenda. The Engagement Letter (if provided) is also included in the Addenda. Whenever possible, all sale comparables were confirmed with buyers, sellers, and/or agents or concerned parties.

Please feel free to contact the undersigned if you have questions or need additional information.
Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tim S. Lentz". The signature is written in a cursive style with a large initial "T" and "L".

Tim Lentz
Salaried Staff Appraiser

CERTIFICATE OF APPRAISER

This opinion of value may not meet minimum standards contained in the Uniform Standards of Professional Appraisal Practice and is not governed by the Real Property Appraiser Act. [In accordance with Neb. Rev. Stat. Section 76-2221(1)]

This opinion of value conforms to the requirements of Federal law (42 USC 4601 – 4655), Federal Rules and Regulations (49, CFR, Part 24 as amended) and the Nebraska Department of Transportation Right of Way Manual as approved by the Federal Highway.

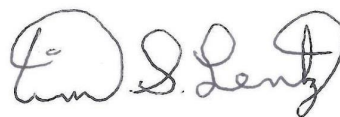
I certify that, to the best of my knowledge and belief:

- The statements of fact reported in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- That I understand that such estimate is to be used in connection with the sale of excess land.
- That I have not revealed the findings and results of such estimate to anyone other than the proper officials of the acquiring agency or officials of the Federal Highway Administration, and will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
- My determination of fair market value has been reached independently based on the appraisal and other factual data of record without collaboration or direction.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this appraisal or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined value or direction of value that favor the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report was prepared in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of fair market value.
- I have made a personal inspection of the property that is the subject of this report I have made a personal inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.
- No one provided significant real property appraisal assistance to the person signing this certification.

My opinion of fair market value of excess land as of 08/07/2024 is \$950,000.00 based on my independent estimates and the exercise of my professional judgment.

09/30/2024

Date



Tim Lentz

Salaried Appraiser for NDOT

DEFINITIONS

Access Control

Access control is the regulation of access, through the limitation of public access rights to and from properties abutting the highway facility. It is the condition where the right of property owners use and enjoyment of access is controlled by the department. (*State of Nebraska, Department of Transportation, Right of Way Division, Right of Way Manual, 4.06*)

Appraisal

The act or process of developing an opinion of value; an opinion of value. of or pertaining to appraising and related functions such as appraisal practice or appraisal services. (*Uniform Standards of Professional Appraisal Practice, 2010-2011, p. U-1*)

Appraiser

One who is trained and educated in the methods of determining the value of property through analysis of various factors which determine value. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 15*)

Appraisal Review

The act or process of developing and communicating an opinion about the quality of another appraiser's work that was performed as part of an appraisal, appraisal review, or appraisal consulting assignment. (*Uniform Standards of Professional Appraisal Practice 2010-2011, p.U-1*)

Assignment

An agreement between an appraiser and a client to provide a valuation service. (*Uniform Standards of Professional Appraisal Practice, 2010-2011, p. U-2*)

Condemnation

The taking of private property for public use. Consent of the owner is not required but fair compensation must be paid. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 47*) (*See eminent domain*)

Easement

A right acquired by public authority to use or control property for a designated highway purpose. (*American Association of State Highway Transportation Offices*). In general, an easement is either permanent or temporary.

Eminent Domain

A governmental right to acquire private property for public use by condemnation, and the payment of just compensation. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 71*) (*See Condemnation*)

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinion or conclusions. (*Uniform Standards of Professional Appraisal Practice 2010-2011, p. U-3*)

Fair Market Value

Guidelines for the determination of fair market value as laid down by the courts and usually referred to as the willing buyer-willing seller concept are as follows:

The price which would be paid by a willing buyer, not compelled to buy, to a willing seller, not compelled to sell, assuming that both buyer and seller are fully informed as to the uses and limitations of the property and that a reasonable time is allowed in which to find a purchaser.

(*State of Nebraska, Department of Transportation, Right of Way Division, Right of Way Manual, 8.03*)

Fee Simple

An estate under which the owner is entitled to unrestricted powers to dispose of the property, and which can be left by will or inherited. Commonly, a synonym for ownership. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 80*)

Highest and Best Use

The use of land which will result in its highest value. In appraisal this cannot be merely theoretical but must be realistic in that the use must be legal (proper zoning, etc.), physically achievable and financially feasible. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 99*)

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis. (*Uniform Standards of Professional Appraisal Practice 2010-2011, p. U-3*)

Improvements

Buildings or other relatively permanent structures or developments located, or attached to, land. (*The Dictionary of Real Estate Appraisal, Appraisal Institute, Fourth Edition, p. 142*)

Intended Use

The use or uses of an appraiser's reported appraisal, appraisal review, or appraisal consulting assignment opinions and conclusions, as identified by the appraiser based on communication with the client at the time of the assignment. (*Uniform Standards of Professional Appraisal Practice, 2010-2011, p. U-3*)

Intended User

The client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment. (*Uniform Standards of Professional Appraisal Practice, 2010-2011, p. U-3*)

Just Compensation

Just compensation has been defined by the Right of Way Committee of AASHTO as the full and fair equivalent for the loss sustained by the owner as a result of taking or damaging of private property for highway purposes. In an opinion of the Nebraska Supreme Court it is..."that amount of money or its equivalent which will compensate the owner; so that he is in the same financial position as he was before his property was taken or damaged for a public purpose. This is the amount of money which will make the owner no richer or no poorer than he was before the taking or damaging of his property."

In measuring the just compensation to which any property owner is entitled under eminent domain taking, the courts have held that it shall be measured in terms of fair market value. (*State of Nebraska, Department of Transportation, Right of Way Division, Right of Way Manual, 8.02*)

Leasehold Interest

The interest held by the lessee (tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions. (*The Dictionary of Real Estate Appraisal, Appraisal Institute, Fourth Edition, p. 162*)

Neighborhood

A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises. (*The Dictionary of Real Estate Appraisal, Appraisal Institute, Fourth Edition, p. 193*)

Personal Property

Any property which is not designated by law as real property. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 146*) Generally, this refers to any personal items that are not attached to the land or improvements existing on the land.

Property Lines

The boundary line of a parcel of land. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 154*)

Real Estate

Lands and anything permanently affixed to the land, such as buildings, fences, and those things attached to the buildings, such as light fixtures, plumbing and heating fixtures, or other such items which would be personal property, if not attached. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 159*)

Real Property

The interests, benefits, and rights inherent in the ownership of real estate. (*Uniform Standards of Professional Appraisal Practice, 2010-2011, p. U-4*)

Right of Way

A strip of land which is used as a roadbed, either by a street or railway. Land is set aside as an easement or in fee, either by agreement or by condemnation. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 167*)

Scope of Work

The type and extent of research and analysis in an assignment. (*Uniform Standards of Professional Appraisal Practice, 2010-2011, p. U-4*)

Severance Damage

Damage to the value of the remaining property in condemnation, caused by the partial taking and subsequent construction of the road, building, or other use for which the taking took place. (*The Real Estate Dictionary, Seventh Edition, International Right of Way Association, p. 174*)

The Unit Rule

The Unit Rule is:

- A. The land must be under the same ownership
- B. The land must be contiguous
- C. The land must be under the same use

The State of Nebraska utilizes this rule to determine the parent parcel size during the appraisal of right of way.

USPAP

Uniform Standards of Professional Appraisal Practice, or USPAP. The purpose of USPAP is to promote and maintain a high level of public trust in appraisal practice by establishing requirements for appraisers. (*Uniform Standards of Professional Appraisal Practice, 2010-2011, p. U-6*)

Waiver Valuation

The term waiver valuation means the valuation process used and the product produced when the NDOT determines that an appraisal is not required, pursuant to §24.102(c)(2) appraisal waiver provisions (49 CFR Part 24).

SUMMARY OF SALIENT FACTS

Project Number: MY31000
Control Number:
Location: North of UPRR, west of Highway 30/81

Legal Description: A tract of land located in Lots 1-5, Block 15 and Lots 1-8, Block 16, Highlands Park Addition, vacated 34th Ave, and Outlots 1-3, Drapers Outlots, City of Columbus, Platte County, Nebraska (See attached for full legal description.

Client: Nebraska Department of Transportation, Right of Way Division

Purpose of the appraisal: To estimate fair market value applicable under the laws of the State of Nebraska.

Function of the appraisal: To provide the State of Nebraska Department of Transportation with a basis of negotiations for real property disposal.

Interests being appraised: Fee Simple
Date of Inspection: 08/07/2024
Effective Date: 08/07/2024

Recorded Ownership: State of Nebraska
Current Use: Industrial
Highest & Best Use: Industrial
Lot size: 178,529.66 Sq. Ft.

Zoning: The subject is zoned C-1 Light Industrial District. The area is subject to the zoning regulations of City of Columbus, NE.

Date report signed: 09/30/2024

ASSUMPTIONS AND LIMITING CONDITIONS

Identification of the Property

The legal descriptions given to the appraiser are assumed to be correct; however, they have not been confirmed by a survey. The appraiser assumes no responsibility for such a survey or for encroachments or overlapping that might be revealed thereby. The appraiser renders no opinion of a legal nature, such as to ownership of the property or condition of title. The appraiser assumes the title to the property to be marketable; that the property is an unencumbered fee; and that the property does not exist in violation of any applicable codes, ordinances, statutes, or other governmental regulations.

Information and Data

The appraiser has considered information from city, county, state, and federal governments; buyers and sellers of real estate; real estate professionals and others. This information and data received is believed to be reliable, but no further responsibility is implied for its accuracy.

Sketches and Maps

Any sketches included in the report are only for the purpose of aiding the reader in visualizing the property and are not based on survey. Sizes and dimensions are not necessarily shown to scale.

Size and Dimensions

Size and dimensions of the subject tracts and comparable sales are based on information obtained from county records, plats, cadastral maps, aerial photos, and other credible sources. This information is available from governmental entities, the internet and other reliable sources. The information is assumed correct as provided.

Unapparent Conditions

The appraiser assumes that there are no hidden or unknown conditions pertaining to the property, soils or structures that would render it more or less valuable than other comparable properties. The appraiser assumes no responsibility for such conditions or for engineering that may be required to discover such things.

Extraordinary Assumption

The subject parcel is assumed to be free of any contamination that might affect the value.

APPRAISAL SCOPE

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to determine the appropriate scope of work. USPAP defines the scope of work as:

The amount and type of information researched and the analysis applied in an assignment. Scope of work includes, but is not limited to, the following:

- Defining the appraisal problem
- The degree to which the property is inspected or identified;
- The extent of research into physical or economic factors that could affect the property
- The extent of data research
- The type and extent of analysis applied to arrive at opinions or conclusions.

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of property rights considered surplus to the needs of the Nebraska Department of Transportation as of the date of the appraisal.

Property Rights Appraised

The property rights appraised are all of those rights associated with the "bundle of rights" held by ownership in unencumbered fee simple title, which is defined as follows:

Absolute ownership unencumbered by any other interest or estate, subject to, and limited by the four governmental powers of taxation, eminent domain, police power, and escheat. (The Appraisal of Real Estate, Eleventh edition, American Institute of Real Estate Appraisers)

The Need of an Appraisal

Sale of a Property

A. State Laws Governing the Sale of Property

1. Neb. Rev. Stat. § 39-1325. Real property; power of Department of Transportation to sell and convey excess.

The department shall have the authority to sell and convey, with the approval of the Governor, any part of or any interest in real property held by the department which is deemed no longer necessary or desirable for highway purposes. The sale or conveyance of such real property shall be in such manner as will best serve the interests of the state and will most adequately conserve highway funds.

2. Neb. Rev. Stat. § 39-1326. Real property; sale, deed; bill of sale; execution; conditions; disposition of proceeds.

The Director-State Engineer, for the department, and in the name of the State of Nebraska, may execute, acknowledge, seal, and deliver all deeds, bills of sale, and other instruments necessary and proper to carry out the sale and exchange of real property. Such deeds, bills of sale and other instruments shall have affixed the seal of the department. The deeds, bills of sale and other instruments may contain any conditions, covenants, exceptions, and reservations, which the department deems are in the public interest, or may convey title in fee simple absolute. All

money received from the sale of such property shall be deposited in the state treasury and credited to the Highway Cash Fund.

B. Type of Sale.

In order that the "sale...of such real estate shall be in such manner as will best serve the interests of the State," a classification of the State's miscellaneous holdings should be made for determining the steps to be taken for disposing of them.

1. Restricted Market

Where a remainder has only one neighboring tract and due to size, shape or access can reasonably be expected to have potential for economic use or development by the owner of the adjacent tract only, the sale may be negotiated directly with the single owner on the basis of the reviewed Waiver or Appraisal, whichever was completed, with due consideration given to maintenance costs and nuisance values.

Extent of Data Research

The appraiser researched the local market to produce a current and comprehensive database of relevant market information. Relevant market information includes such items as population trends, employment trends, and trends in listings and sales of various types of real estate. Sources and providers of this information include:

- County Offices and web pages
- City Offices and web pages
- FEMA Flood Map online references, imagery, and flood zone information
- Census tract information
- Local appraisers, brokers or other market participants
- Multiple listing service
- On-line mapping services

Type and Extent of Analysis

The appraisers conducted a physical inspection of the subject property. Photos were taken and notes made of characteristics of the land. Public records at the county courthouse were examined to gain pertinent information such as title history, zoning and assessed values of the subject property. Sales of comparable properties were obtained from public records as well. If possible, the sales information was confirmed with a party to the transaction to determine comparability and reliability as arms-length transactions, market rents and expenses. The comparable sales were then inspected and photographed. After compiling information about the subject property and determining property values, a report is then written and submitted for review.

Approaches to Value

Cost Approach: The cost approach is the cost to build an improvement, less the depreciation of the improvement, plus the value of the land.

Sales Comparison: The sales comparison approach utilizes an analysis of recent comparable sales to estimate the value of the subject property. Adjustments can be made for any differences between the comparables and the subject in order to arrive at an estimate of value. This widely used approach is logical and understandable.

Income Approach: The income approach to value relies on the income generated by a property. This approach is most applicable when the generated income from the property is the motivation behind the transaction.

While all three approaches to value are considered, one or more of the basic approaches may not be applicable to the subject property. Therefore, the data necessary for an analysis by each approach is evaluated in order to determine the applicability of that approach. If insufficient data exists for a meaningful application of a particular approach, then that approach is either omitted or used only as an indication of reasonableness for the better-supported approaches. The value estimate of each approach used is based on the determined Highest and Best Use.

NEIGHBORHOOD DATA

The subject property is located in south central Columbus, NE in an older mixed-use area. The neighborhood boundaries are the north boundary being Howard Blvd, west boundary is 41st Avenue, south boundary is the Union Pacific Railroad tracks, and east boundary being 33rd Avenue (Highway 30). This area is Mixed-use with a combination of older residential and industrial properties with a combination of residential and industrial zoning.

SUBJECT PROPERTY DATA

Site Description

This property is located in a mixed-use area consisting of an irregular shaped tract located between Highway 30 (33rd Avenue) and 36th Avenue in southwest Columbus, NE. According to our survey, the site contains 4.10 acres or 178,529.66 sq. ft. The site is nearly level, and there is access off of 12th Street which is gravel. The perimeter of the site is fenced off with 6' tall chain link fence with barbed wire. There is a sliding double gate at entrance on 12th Street. There is a mix of concrete on most of the aprons next to the buildings and a combination of mostly asphalt with some gravel on the balance of the site. This property is zoned C-1 Light Industrial District and is under the jurisdiction of the City of Columbus. This site has average visibility

Improvement Description

31001- Office-Equipment Shop: The structure is a 70 year old, 6,960 sq. ft. one story masonry frame office equipment shop. It has a wood, stucco, and masonry exterior. It appears to be of average quality and condition. The finished area consists of two offices, conference room, and two 1/2 baths. With the exception of Office 2, which has carpet, the office area has all concrete tile floors all in average overall condition. The entire office area has average ceiling tile. The casement windows in the office area are newer. The walls in the office area are drywall with average paint. The HVAC system is in average or better condition and consists of gas fired forced air furnace, with a combination central air conditioning in the office areas. The shop area has three separate areas. There is one area with 1 overhead doors. The second shop area has 1 overhead door, and the third has 2 overhead doors. The shop area is unfinished with exposed block and masonry walls. The ceiling is partially finished with the insulation installed. The floor is reinforced concrete slab over a graveled base with floor drains in the shop area. The electrical is wired in conduit with sufficient amperage and overhead lighting. There is also gas forced radiant heat in the shop area. There are also two small unfinished storage areas on the second level in the shop area.

31003 Miscellaneous Storage: The structure is a 37-year-old, 848 sq. ft. one story engineered metal storage shed that appears to be of average quality and condition. The interior metal and plywood with a gravel floor. The exterior is metal.

31005 Bulk Salt Storage: The structure is a 39-year-old, 1,305 sq. ft. one story wood frame shed that appear to be of average quality and average/fair condition. The interior has plywood walls and ceiling with an asphalt floor. The exterior wood.

31007 Miscellaneous Storage: This structure is a 58-year-old, 196 sq. ft. one story wood frame shed with a vinyl exterior that appears to be of average quality and condition. The interior has plywood walls and ceiling with a wood floor. The exterior is vinyl.

31008 Fuel and Records Storage: This structure is a 65-year-old, 80 sq. ft. one story wood frame shed with a vinyl exterior that appears to of average quality and condition. The interior walls and ceiling are plywood and the floor asphalt.. The exterior is vinyl.

31009 Engineering Office & Equipment Shop: The structure is a 41-year-old, 7,080 sq. ft. 1.5 story wood frame office equipment shop. It has a masonry and wood exterior. It appears to be of average quality and condition. The main level interior consists of three offices, conference room, and two 1/2 baths. The interior has a combination of carpet and concrete tile floors that are in average overall condition. The entire office area has average ceiling tile. The walls in the office area are drywall with average paint. The entire office area has average ceiling tile. The casement windows in the office area are newer. The break room has built-in cabinets with a counter and sink. The HVAC system is in average condition and consists of gas fired forced air furnace, with a combination central air conditioning in the office areas. The shop area has six overhead doors. The shop area is unfinished with exposed block and steel walls with one wall having a wood paneling. The ceiling is partially finished with the insulation installed. The floor is reinforced concrete slab over a graveled base with floor drains in the shop area. The electrical is wired in conduit with sufficient amperage and overhead lighting. There is also gas forced radiant heat in the shop area. There is also a finished 2nd level off of the shop area that has a conference room and storage area. It is all drywalled with a combination of average carpet and concrete tile floors. There are built-in cabinets in the conference room.

31011 Fabric Hoop Building: This structure is 15 years old with 2,562 sq. ft. The building is used to store salt rock and gravel. A cloth overhead door and a standard size door provide access. The floor is constructed of poured concrete. Ventilation is provided by two mesh windows above the overhead door near the top of the building. It appear to be of average quality and condition.

No Building #- Miscellaneous Storage Building: This is a newer 750 sq. ft. one story wood frame structure with 750 sq. ft. with a vinyl exterior. It appears to be average quality and good condition. The interior has plywood walls and ceiling with an asphalt floor.

No Building #- Storage Shed: This structure is a 80 sq. ft. wood frame shed with a vinyl exterior and a particle board interior with a asphalt floor. It appears to be of average quality and condition.

There are three poly tanks that store salt and gravel that will remain on the site. These are considered personal property and are not valued in this report. There are several other items of personal property that will remain at the subject property including drill press, air compressor,

and a pressure washer. These are considered as personal property and are also not valued in this report.

There is also approx. 2,460 linear feet of a 6' tall chain link fence with a 3-strand barbed wire fence that surrounds most of the perimeter of the property, with the exception of the south side along the highway. In addition, there are 2 gates. It all appears to be in average condition for its age with an estimated physical depreciation of 75%. Section 16, Page 4 from the Marshall & Swift Valuation Service was utilized to value this fence. It indicated a value of $\$31.80/\text{ft.} \times 2,460' = \$78,228 + 2 \text{ gates @ } \$1,280/\text{each} = \$80,788 - 75\% \text{ physical depreciation} = \$20,197$ or called \$20,200.

3-year Sales History

The subject property has not sold in the three years prior to the effective date of this report

HIGHEST AND BEST USE ANALYSIS

Highest and Best Use may be defined as:

"...the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible and that results in the highest value." (From The Appraisal of Real Estate, Tenth Edition, published by The American Institute of Real Estate Appraisers, 1992.)

The estimation of the Highest and Best Use is the foundation on which value rests. Properties are analyzed "as if vacant" and "as improved". The "as if vacant" section analyzes what the ideal improvements would be. The "as improved" section compares the ideal improvements to the existing improvements. The "as improved" section answers the following questions: Should the improvements be used "as is", should the improvements be demolished and replaced or renovated, or should they be held for a period of time then renovated or demolished and replaced?

The Highest and Best Use of the land "as if vacant" or property "as improved" must meet four criteria. The Highest and Best Use must be:

1. Physically Possible
2. Legally Permissible
3. Financially Feasible
4. Maximally Productive

These criteria are typically considered sequentially. For example, use may be financially feasible, but this use would be irrelevant if it is physically impossible or legally prohibited. Therefore, the subject properties must be analyzed "as if vacant" then "as improved" using the above criteria.

Physically Possible Uses

The physically possible criteria consider the physical attributes of the individual tracts. Criteria such as size, shape, topography, drainage, access and available utilities are given consideration to determine the physically possible uses of each tract.

Legally Permissible Uses

The legally permissible criteria consider the legal attributes of the individual tracts. Criteria such as zoning regulations and neighborhood covenants are given consideration to determine the legally permissible uses of each tract.

Financially Feasible Uses

Property uses that are expected to produce a positive return are regarded as financially feasible. Optimum development of the site, if it were vacant, would include improvements that would be compatible with the physical characteristics of the site and neighborhood trends and be legally permitted. To be financially feasible, the cost to develop the site must be such that a return to a purchaser or investor would be possible.

If improvements already exist and their construction costs are already expended, continued use of the existing improvements is justified, as long as the generated income exceeds the direct cost of ownership, and unless new improvements could be constructed which would generate rents in excess of holding costs and in excess of rents that could be obtained from the existing improvements.

Maximally Productive Uses

The maximally productive use is that use which is physically possible, legally permissible, financially feasible and has the greatest positive return on the investment.

Market Overview

After determination of the physically and legally possible uses of the subject, the financially feasible and maximally productive uses are determined primarily by market demand. Therefore, a general overview of the real estate market is needed.

The industrial improved and vacant land market for large parcels is rather slow in Columbus over the last several years as evidenced by a few older sales in this report. This appraiser did not research any other types of property classifications for this report.

HIGHEST & BEST USE AS IMPROVED

Physically Possible Uses

The subject property is a level parcel of an improved industrial property. Access is typical for an industrial property. The location is an industrial mixed-use area that supports the current industrial use.

Maximally Productive Uses

This appraiser did an analysis of several physically possible uses, legally permissible uses, and the financially feasible uses, in addition to a review of the surrounding neighborhood. It was concluded that the maximally productive use of the subject tract is as an improved industrial site.

Legally Permissible Uses

The zoning for the subject supports the legally permissible use as an improved industrial property.

Financially Feasible Uses

The market supports an industrial use as the most financially feasible use of the subject tract.

Conclusion

The four tests of the highest and best use support a highest and best use of the subject tract as an improved industrial site.

RECONCILIATION

In the final reconciliation of value of this parcel, the Sales Comparison Approach was the only approach used since the improvements and land are being valued with recent comparable sales. The Income and Cost approaches were not applicable to this assignment.

VALUATION PROCESS

The approaches to value considered applicable to this assignment are discussed below.

Cost Approach

The basic steps in valuing property with the cost approach are:

- 1) Estimate the value of the land as though vacant;
- 2) Estimate the reproduction or replacement cost of the improvements before depreciation;
- 3) Estimate and add developer's profit to replacement cost new;
- 4) Estimate accrued depreciation from all sources;
- 5) Sum the total replacement cost new, depreciation and land value to arrive at an indicated fee simple value of the property.

In estimating the current market value of the subject site, as if vacant, deed records were searched for recent sales of comparable properties within the area. Also, real estate brokers active in the subject's area were consulted as to their knowledge of similar properties that may have sold or are currently offered for sale. Listings are considered since these properties would be in competition with the subject property if it were offered for sale. Step number two uses cost factors that are derived either from cost estimates provided the appraisers by contractors and/or cost handbooks available to the appraisers. Step number three is based on current market conditions and surveys. Step number four uses current market data and trends based on historical data. Step number five is the sum of the land value, developer's profit, and cost new, less accrued depreciation and is the fee simple value by the Cost Approach.

LAND:

Official records were examined from the Platte County Assessor and Register of Deeds offices in an effort to locate recent sales that were considered to be similar enough to the subject property. The sales that were identified were verified by local realtors, market participants, county records, or other knowledgeable parties to verify that the sales were considered to be "Arms-Length" and indicative of the market. The sales all received positive time adjustments for their older sale dates. The sales all received negative location adjustments for being located in superior newer areas on paved roads. Sale 1 received a higher location adjustment for being located in a superior commercial area just off of Highway 30. Sales 3 & 4 are older than desirable, but there was not enough supporting data to support time adjustments. Though the sales are all larger than the subject, it is not felt to be significant enough to warrant any adjustments. Sale 3 received a negative frontage/view adjustment for its superior visibility to Highway 81. Sale 4 received a negative frontage/view adjustment for having frontage along Highway 30. Due to the lack of recent comparable sales, Sales 3 & 4 are older than desirable. With the exception of Sale 2, the sales all have comparable zoning to the subject. Due

to its more recent sale date, Sale 1 is given the most weight in the final value estimate. Due to its older sale date and higher adjustments, Sale 4 is given the least amount of weight. Sales 2 & 3 are given relatively equal weight. An adjusted sale price range was developed from \$1.10 to \$1.65 per sq. ft. A value of \$1.50 per sq. ft. was determined for the industrial land on the subject property.

Sale #	Subject	1	2	3	4
Sale Price		\$175,000	\$340,000	\$88,497	\$213,750
Price/Unit		\$2.53	\$1.63	\$1.05	\$1.82
Date	8/7/24	1/20/23	2/16/24	12/9/21	8/28/19
Adjustment		5%	0%	15%	25%
Size (Sq. Ft.)	178,530	69,130	208,645	84,283	117,176
Adjustment		0%	0%	0%	0%
Location	Avg/Fair	Avg/Good	Average	Average	Average
Adjustment		-20%	-10%	-10%	-20%
Frontage/View	Average	Good	Average	Average	Good
Adjustment		-20%	0%	0%	-20%
Zoning	C-1	B-2	R-3	MH	MH
Adjustment		0%	0%	0%	0%
Utilities	Typical	Typical	Typical	Typical	Typical
Adjustment		0%	0%	0%	0%
Total Adjustment		-35%	-10%	5%	-15%
Adjusted Price/Unit		\$1.65	\$1.47	\$1.10	\$1.55
Indicated Value =	\$1.50 /Sq. Ft.				

178,350.00 sq ft Industrial @ \$1.50/sq ft =

\$267,530.00

Total Land Value:

\$267,530.00

IMPROVEMENTS:

Improvements Are Affected. This appraiser utilized the Marshall and Swift Cost Manual to determine the value of the improvements. The improvements are described in the Improvement Description section. See Addenda for improvement valuation. See Improvement Description section for the fence valuation.

Total Improvement Value:

\$614,897.00

The estimation of value by the Cost Approach, as of the effective date, is \$882,427.00.

This appraiser located several recent comparable sales of industrial properties in Columbus that were analyzed, and they were narrowed down to the three that were ultimately utilized in this report for the appraisal of the subject property. Sales 5-7 were used in this report and established a value range of between \$872,000 and \$1,007,500. They occurred between April 2022 and May 2024. These sales were verified by the market participants and county records. These sales are felt to represent the most recent improved comparable sales in the Columbus, NE area.

Sale 5 received a positive \$50,000 Condition of Sale adjustment for selling low as per the buyer. Sales 2 & 3 received negative \$40,000 Location adjustments for their superior locations along Highway 30. Though Sale 1 is not located along a major highway, it still received a negative \$10,000 Location adjustment for the subject's inferior location along a viaduct. Sales 2 & 3 negative \$50,000 Condition adjustments based on conversations with the buyers of both sales. The Warehouse/Garage adjustments are based on \$10/sq. ft. The Office adjustments are based on \$20/sq. ft. The Lot Size adjustments are based on the difference between the \$1.50/sq. ft. that is arrived at from recent comparable land sales that are included in this report and the assessed land values for Sales 5-7. The Functional Utility adjustments are based on the subject's inferior narrow and irregular shape. The comparable sales are all rectangular in shape. The sales all received positive Garage/Maintenance Bays adjustments based on \$1,000 per bay/overhead door. Sales 2 & 3 received positive \$5,000 Fencing adjustments for their lack of fencing. The sales all received positive Outbuildings adjustments for the subject having a larger number of outbuildings. Due to its lower gross adjustments and recent sale date, Sale 3 is given the most weight in the final value estimate. Due to its high gross adjustments and older sale date, Sale 1 is given the least amount of weight. Though the three sales have higher individual and gross adjustments than desirable, they are felt to be the best available and reliable indicators of the subject's market value.

After directly comparing the subject property to each of the comparable sales, the total value of the subject property is estimated at \$950,000.

The estimation of value by the Sales Comparison Approach, as of the effective date, is \$950,000.00.

Reconciliation of the Value

The Cost Approach provides a good indication of the depreciated value of the improvements. It is a lower value due to the physical depreciation of the improvements and functional depreciation of the higher cost of the building materials used indicating a superadequacy. The Sales Comparison Approach is a more accurate indication of the value of the subject property because it indicates what the typical buyer is willing to pay for the property and what typical building materials are expected in the improvements. The Income Approach was not used because the subject is not an income producing property. The Cost Approach indicates \$882,427 for the land and the improvements. The Sales Comparison Approach indicates an overall value of \$950,000 for the subject property. The value of the subject property is estimated at \$950,000.

Market Value of the Subject Property	\$950,000.00
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ADDENDUM

Plats

Photos

Estimates

Other

Comparable Sales Data Sheet

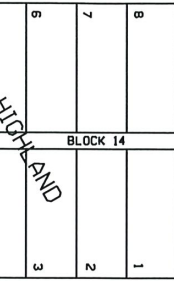
31000



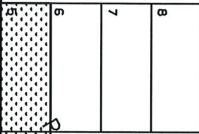
1" = 100'

12th Street

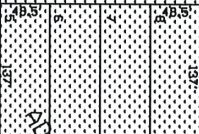
36th Ave



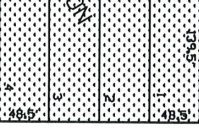
35th Ave



34th Ave



33rd Ave



Lot 1 & 2, Blk. 16, Highland Park, purchased March 11, 1932, recorded in Book 75, Page 288

Lot 7, Block 16, Highland Park, purchased March 12, 1932, recorded in Book 75, Page 283

Outlots 2 & 3, Drapers Outlots, purchased June 6, 1957, recorded in Book 180, Page 119

Lot 3 & 4 and East 1/2 of alley, Blk 15, Highland Park, purchased December 17, 1959, recorded in Book 145, Page 443

Lot 5 and West 1/2 vacated alley, Blk 15, Highland Park, purchased December 18, 1959, recorded in Book 145, Page 445

Lot 1 & 2, Blk 15, Highland Park, purchased January 4, 1968, recorded in Book 152, Page 555

PLAT
MAINTENANCE YARD
COLUMBUS

DRAWN BY:
DEPT. OF TRANSPORTATION
STATE OF NEBRASKA

DATE:

Plat Map



Aerial



Site- Northwest PL to the Southeast



Site- Northwest PL to the Southeast



Site- Northeast PL to the West



Site- Northeast PL to the Southwest



Site- Southeast PL to the Northwest



Site- Southeast PL to the West

Control #: Project #: MY31000



Site- Southeast PL to the North



Site- Southwest Pl to the East



Site- Northwest PL to the East



Street Scene- 12th Street: West to East



Street Scene- 12th Street: East to West



31001 Building- Office-Equipment-Shop- Front

Control #: Project #: MY31000



Street Scene- 34th Avenue: North to South



31001 Building- Rear



31001 Building- Office 1



31001 Building Office 2

Control #: Project #: MY31000



31001 Building- Office 3



31001 Building- Conference Room



31001 Building- Women's Bathroom



31001 Building- Men's Bathroom

Control #: Project #: MY31000



31001 Building- Electrical Room



31001 Buiding- Furnance Room



31001 Building- Central Air



31001 Building- Shop Area a



31001 Building- Shop Area a



31001 Building Shop Area b

Control #: Project #: MY31000



31001 Building- Shop Area c



31008- Fuel & Oil Records Buidling

Control #: Project #: MY31000



31008 Building- Interior



31009 Engineering Office & Shop Storage Building- Front

Control #: Project #: MY31000



31009 Building- Rear



31009 Building- Office 1



31009 Building- Office 2



31009 Building- Conference Room

Control #: Project #: MY31000



31009 Building- Break Room



31009 Building- Bathroom 1

Control #: Project #: MY31000



31009 Building- Furnace Room



31009 Building - Bathroom 2

Control #: Project #: MY31000



31009 Building- Central Air



31009 Building- Mechanical Room

Control #: Project #: MY31000



31009 Building- Shop Area



31009 Building- Shop Area



31009 Building- Finished 2nd Level- Conference Room



31009 Building- Finished 2nd Level-Storage Room

Control #: Project #: MY31000



Building 31011- Fabric Building



31011 Building- Interior



31007 Building - Misc. Storage



31007 Building- Interior

Control #: Project #: MY31000



31003 Building- Misc. Storage

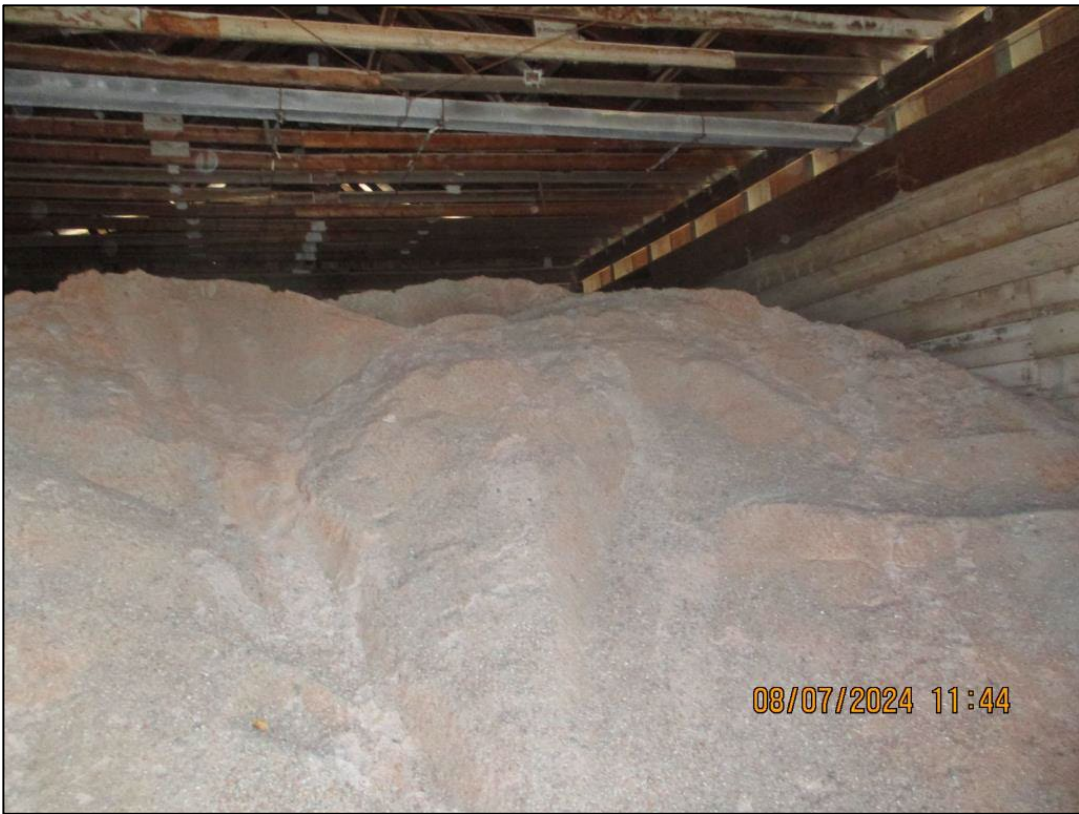


31003 Building- Interior

Control #: Project #: MY31000



31005 Building- Bulk Salt Storage



31005 Building- Interior



No Bldg #- Miscellaneous Storage Building



No Bldg #- Miscellaneous Storage Building- Interior

Control #: Project #: MY31000



No Bldg # -Miscellaneous Storage Building b



No Bldg #- Misc. Storage Building b- Interior

Control #: Project #: MY31000



31010 Building

Lentz, Tim

From: tim.mullin@nebraska.gov
Sent: Wednesday, July 24, 2024 7:05 AM
To: Lentz, Tim
Cc: Wicken, Todd
Subject: ARMS Notification: Excess Land - Project Number: MY31000; Tract # Appraisal Assignment

Tim Lentz, You are assigned the above captioned tract of land as an appraisal assignment. The parcel is excess land and the Scope of Work should follow Chapter 3 of our Right of Way Manual.

Property Management Section has received a request to purchase a tract of land located North of UPRR, west of Highway 30/81, in Platte County, Nebraska.

In ARMS, you will find the plat, legal description and request for appraisal. You will need to provide Property Management with an appraisal of this tract. Please make sure that the request for appraisal is included in the appraisal. The valuation document should be prepared with the following text: "This opinion of value may not meet the minimum standards contained in the Uniform Standards of Professional Appraisal Practice and is not governed by the Real Property Appraiser Act [in accordance with Neb. Rev. Stat. Section 76-2221(1)]."

You should contact Todd Wicken for further information about the property. Any charges should be made to Activity 5093.

A completion date of 08/16/2024 is requested for this assignment.

Tim Mullin
Chief Appraiser
Right of Way Division

Engagement Letter

STATE OF NEBRASKA**MEMORANDUM****Department of Transportation
Right of Way Division**

Date: June 26, 2024
To: Tim Mullin, Chief Appraiser
From: Todd Wicken, Property Management Supervisor
Subject: EXCESS LAND
Project No. Maintenance Yard 31000
Columbus, Nebraska

This office has received a request to dispose of the old Columbus Maintenance Yard. I have requested an environmental review of the area, but that could take awhile. It is a tract of land located in Drapers Outlots 1, 2, & 3, Highland Park Addition Lots 1-5, Block 15, Lots 1-8, Block 16 & Vacated 34th Ave in Columbus, Platte County, Nebraska. This tract is more specifically located at north of the UPRR and west of Highway 30/81. (See attached information)

Please furnish this office with an appraisal of this tract. Any charges should be made to Activity 5093. Attached for your convenience is a copy of the plat and legal description.



Todd Wicken
Property Management Supervisor

Cc: File

Property Management Request Letter

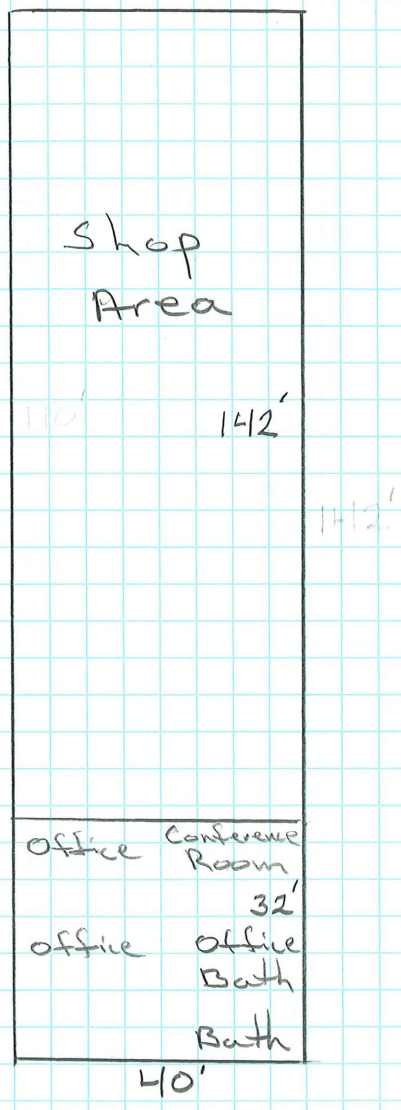
Control #: Project #: MY31000

A tract of land located in Lots 1-5, Block 15 and Lots 1-8, Block 16, Highland Park Addition, vacated 34th Ave, and Outlots 1-3, Drapers Outlots, City of Columbus, Platte County, Nebraska, described as follows:

Beginning at the Northeast corner of Lot 1, Block 16, Highland Park Addition; thence westerly a distance of 490.50 feet to a point on the centerline of the alley in Blok 15, Highland Park Addition; thence southerly deflecting 090 degrees 00 minutes, 00 seconds left, a distance of 145.50 feet along the centerline of the alley to a point at the northeast corner of Lot 5, Block 15, Highland Park Addition; thence westerly a distance of 132.00 feet along the north line of said Lot 5 to the northwest corner of said Lot 5; thence southerly a distance of 48.5 feet to the southwest corner of said Lot 5 to the Northeast corner of Outlot 3, Drapers Outlots; thence westerly along the north line of said Outlot 3, a distance of 330.00 feet to the northwest corner of said Outlot 3; thence southerly deflecting 090 degree, 00 minutes, 00 seconds left, a distance of 127.20 feet to a point on the northerly Union Pacific Railroad right of way line; thence easterly deflecting 095 degrees, 05 minutes, 28 seconds left, a distance of 957.00 feet along said railroad right of way line to the southeast corner of Outlot 1, Drapers Outlots; thence northerly deflecting 84 degrees, 11 minutes, 11 seconds, a distance of 228.42 feet along the east line of Outlot 1, Drapers Outlots and Block 16, Highland Park Addition to the point of beginning, containing 178,529.66 square feet or 4.10 acres, more or less.

Legal Description

31001 Building
Office-Equipment Shop



31001 Building Sketch

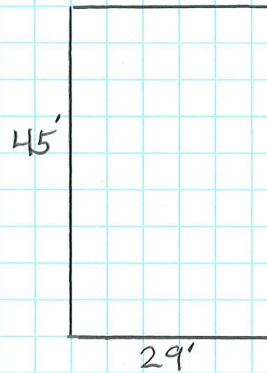
31003 Building

No Bldg # - Miscellaneous Storage



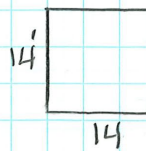
31005 Building

Bulk Salt Storage



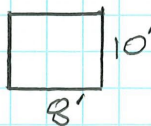
31007 Building

No Bldg # - Miscellaneous Storage b



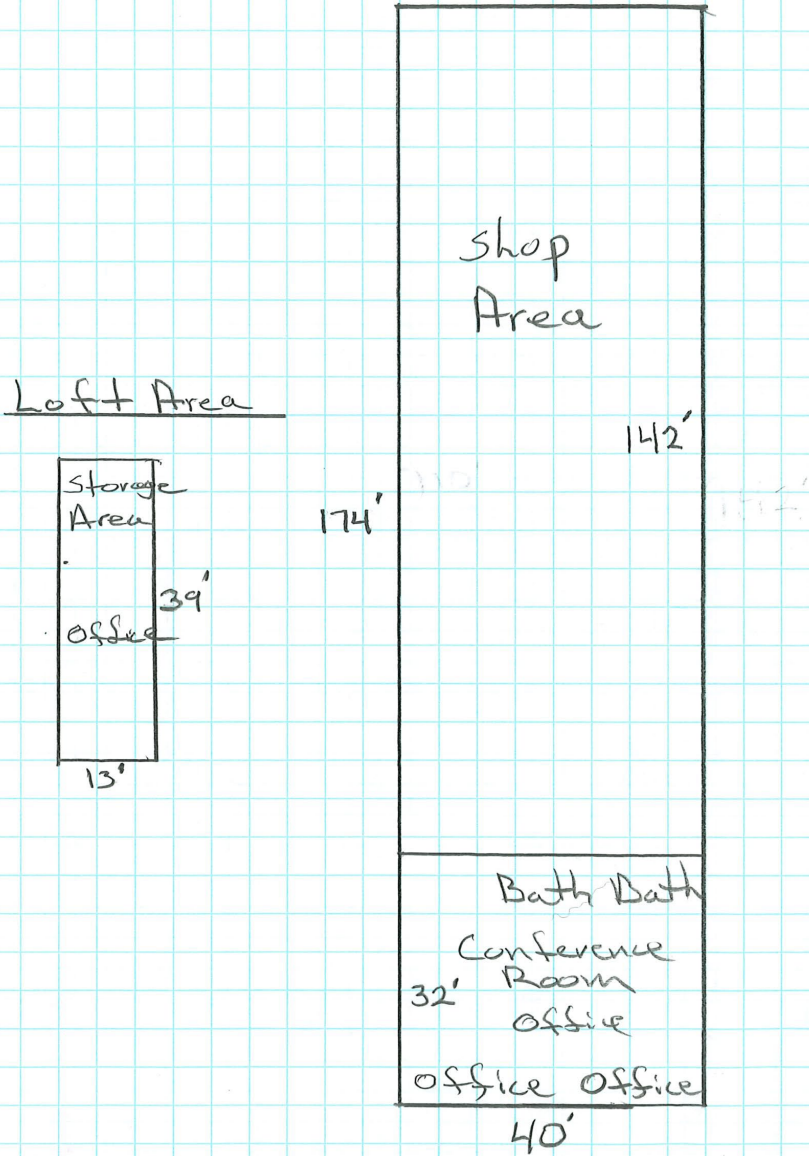
31008 Building

Fuel and Oil Records



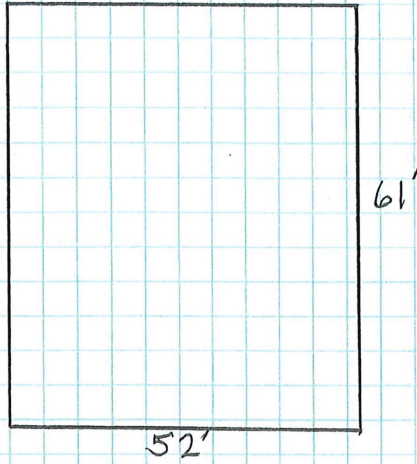
31003-31008 Buildings & No Building # Sketches

31009 Building
Office-Equipment-Shop-Storage

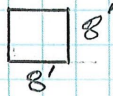


31009 & 31010 Building Sketches

31011 Building
Fabric Building



Misellancous Storage
(No Building#)



31011 & Misc. Storage Building Sketches

Replacement Cost New At Stabilized Occupancy
31001 Office-Equipment-Shop Building

(Ref.: Marshall Valuation Service)

Inputs

Applicable Sections: 14,pg 9,32		Building Type:	Service Garage
Class:	C	Type of Construction:	Average
Basic Cost of Building(s):	\$109.00 /sq. ft.	Building Size, GBA, sq. ft.:	6,960
Current Cost Multiplier:	0.96	Local Cost Multiplier:	0.96
Story-Height Multiplier:	1.042	Area-Perimeter Multiplier:	1.019
Number of Stories:	1	Shop Area, sq. ft.:	5,680
Office or Retail Finish-Out:	18%	Effective Building Age:	23
Basement Area, sq. ft.:	0	Finished Area, sq. ft.:	1,280
Land Value:	N/A	Economic Life, years:	35

Calculations

Adjusted Basic Cost Factor =	\$106.67 /sq. ft.	Basic Building Cost =	\$742,423
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Refinements

Fume Exhausters			\$2,060
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Other			\$0
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Replacement Cost New (before developer's profit):		=	\$744,483
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Plus Developers Profit: 10.00% (Based on current economic conditions)		=	\$74,448
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Subtotal			\$818,931
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Less Physical Depreciation (Age/Life Method): 48.00%		=	\$393,087
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Less Functional Depreciation: 20%		=	\$163,786
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Less Economic Obsolescence: 0%		=	\$0
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Depreciated Cost of Improvements:		=	\$262,058
--	--	---	------------------

plus Land Value:		=	N/A
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Indicated Value by Cost Approach:		=	\$262,058
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31001 Building Cost Approach

Replacement Cost New At Stabilized Occupancy
31003 Miscellaneous Storage

(Ref.: Marshall Valuation Service)

Inputs

Applicable Sections: 17 pg 3,12	17	Building Type:	Tool Shed Building
Class:	D	Type of Construction:	Low Cost
Basic Cost of Building(s):	\$11.30 /sq. ft.	Building Size, GBA, sq. ft.:	848
Current Cost Multiplier:	0.96	Local Cost Multiplier:	0.96
Story-Height Multiplier:	1.000	Area-Perimeter Multiplier:	1.311
Number of Stories:	1	First Floor Area sq. ft.	848
Office or Retail Finish-Out:	0%	Effective Building Age:	7
Basement Area, sq. ft.:	0	Finished Area, sq. ft.:	0
Land Value:	N/A	Economic Life, years:	20

Calculations

Adjusted Basic Cost Factor =	\$17.15 /sq. ft.	Basic Building Cost =	\$14,543
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Refinements

	x		
Other			\$0
<u>Replacement Cost New (before developer's profit):</u>		=	<u>\$14,543</u>
Plus Developers Profit: 5.00% (Based on current economic conditions)		=	<u>\$727</u>
Subtotal			<u>\$15,270</u>
Less Physical Depreciation (Age/Life Method): 35.00%		=	\$5,345
Less Functional Depreciation: 0%		=	\$0
Less Economic Obsolescence: 0%		=	<u>\$0</u>
Depreciated Cost of Improvements:		=	<u>\$9,926</u>
plus Land Value:		=	<u>N/A</u>
Indicated Value by Cost Approach:		=	<u>\$9,926</u>

31003 Building Cost Approach

Replacement Cost New At Stabilized Occupancy
31005 Bulk Salt Storage Building

(Ref.: Marshall Valuation Service)

		<u>Inputs</u>			
Applicable Sections: 17 pg 4, 16	17	Building Type:	Material Storage Bldg		
Class:	D	Type of Construction:	Average		
Basic Cost of Building(s):	\$32.50 /sq. ft.	Building Size, GBA, sq. ft.:	1,305		
Current Cost Multiplier:	0.96	Local Cost Multiplier:	1.00		
Story-Height Multiplier:	1.042	Area-Perimeter Multiplier:	1.250		
Number of Stories:	1	First Floor Area sq. ft.	1		
Office or Retail Finish-Out:	0%	Effective Building Age:	15		
Basement Area, sq. ft.:	0	Finished Area, sq. ft.:	0		
Land Value:	N/A	Economic Life, years:	20		

		<u>Calculations</u>			
Adjusted Basic Cost Factor =	\$33.94 /sq. ft.	Basic Building Cost =	\$44,292		

Other	=	\$0
Replacement Cost New (before developer's profit):	=	\$44,292
Plus Developers Profit: 5.00% (Based on current economic conditions)	=	\$2,215
Subtotal	=	\$46,507
Less Physical Depreciation (Age/Life Method): <u>75.00%</u>	=	\$34,880
Less Functional Depreciation: 0%	=	\$0
Less Economic Obsolescence: 0%	=	\$0
Depreciated Cost of Improvements:	=	\$11,627
plus Land Value:	=	N/A
Indicated Value by Cost Approach:	=	\$11,627

31005 Building Cost Approach

Replacement Cost New At Stabilized Occupancy
31007 Miscellaneous Storage

(Ref.: Marshall Valuation Service)

		<u>Inputs</u>		
Applicable Sections:	17 pg 12	17	Building Type:	Tool Shed Building
Class:		D	Type of Construction:	Low Cost
Basic Cost of Building(s):		\$11.30 /sq. ft.	Building Size, GBA, sq. ft.:	196
Current Cost Multiplier:		0.96	Local Cost Multiplier:	0.96
Story-Height Multiplier:		0.936	Area-Perimeter Multiplier:	1.000
Number of Stories:		1	First Floor Area sq. ft.	196
Office or Retail Finish-Out:		0%	Effective Building Age:	5
Basement Area, sq. ft.:		0	Finished Area, sq. ft.:	0
Land Value:	N/A		Economic Life, years:	15

		<u>Calculations</u>		
Adjusted Basic Cost Factor =		\$9.75 /sq. ft.	Basic Building Cost =	\$1,911

		<u>Refinements</u>		
Wood Floor		\$10.00/sq. ft. x	196/ sq. ft.	\$1,960

Other \$0

Replacement Cost New (before developer's profit): = \$4,172

Plus Developers Profit: 5.00% (Based on current economic conditions) = \$209

Subtotal = \$4,381

Less Physical Depreciation (Age/Life Method): 33.33% = \$1,460

Less Functional Depreciation: 0% = \$0

Less Economic Obsolescence: 0% = \$0

Depreciated Cost of Improvements: = \$2,921

plus Land Value: = N/A

Indicated Value by Cost Approach: = \$2,921

31007 Misc. Storage Cost Approach

Replacement Cost New At Stabilized Occupancy
31008 Miscellaneous Storage

(Ref.: Marshall Valuation Service)

		<u>Inputs</u>		
Applicable Sections: 17 pg 4,12		17	Building Type:	Tool Shed
Class:		D	Type of Construction:	Average
Basic Cost of Building(s):		\$18.35 /sq. ft.	Building Size, GBA, sq. ft.:	80
Current Cost Multiplier:		0.96	Local Cost Multiplier:	0.96
Story-Height Multiplier:		1.000	Area-Perimeter Multiplier:	1.000
Number of Stories:		1	First Floor Area sq. ft.	80
Office or Retail Finish-Out:		0%	Effective Building Age:	5
Basement Area, sq. ft.:		0	Finished Area, sq. ft.:	0
Land Value:	N/A		Economic Life, years:	15

		<u>Calculations</u>		
Adjusted Basic Cost Factor =		\$16.91 /sq. ft.	Basic Building Cost =	\$1,353

Refinements

Other		\$0
<u>Replacement Cost New (before developer's profit):</u>		<u>\$1,353</u>
Plus Developers Profit: 5.00% (Based on current economic conditions)		\$68
Subtotal		<u>\$1,421</u>
Less Physical Depreciation (Age/Life Method): <u>33.33%</u>		\$474
Less Functional Depreciation: 0%		\$0
Less Economic Obsolescence: 0%		\$0
Depreciated Cost of Improvements:		<u>\$947</u>
plus Land Value:		N/A
Indicated Value by Cost Approach:		<u>\$947</u>

31008 Misc. Storage Cost Approach

Replacement Cost New At Stabilized Occupancy
31009 Office-Equipment-Shop Building

(Ref.: Marshall Valuation Service)

Inputs

Applicable Sections: 14, Pg 9, 32		Building Type:	Service Garage
Class:	C	Type of Construction:	Good
Basic Cost of Building(s):	\$109.00 /sq. ft.	Building Size, GBA, sq. ft.:	7,080
Current Cost Multiplier:	0.96	Local Cost Multiplier:	0.96
Story-Height Multiplier:	1.064	Area-Perimeter Multiplier:	1.024
Number of Stories:	1	Shop Area, sq. ft.:	5,280
Office or Retail Finish-Out:	27%	Effective Building Age:	23
Basement Area, sq. ft.:	0	Finished Area, sq. ft.:	1,800
Land Value:	N/A	Economic Life, years:	35

Calculations

Adjusted Basic Cost Factor =	\$109.00 /sq. ft.	Basic Building Cost =	\$771,720
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Refinements

Fume Exhausters		\$2,060
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Other		\$0
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Replacement Cost New (before developer's profit):		\$773,780
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Plus Developers Profit: 10.00% (Based on current economic conditions)		\$77,378
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Subtotal		\$851,158
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Less Physical Depreciation (Age/Life Method): 48.00%		\$408,556
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Less Functional Depreciation: 20%		\$170,232
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Less Economic Obsolescence: 0%		\$0
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Depreciated Cost of Improvements:		\$272,370
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plus Land Value:		N/A
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Indicated Value by Cost Approach:		\$272,370
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31009 Building Cost Approach

Replacement Cost New At Stabilized Occupancy
31010 Miscellaneous Storage

(Ref.: Marshall Valuation Service)

Inputs

Applicable Sections: 17 pg 12	17	Building Type:	Tool Shed Building
Class:	D	Type of Construction:	Average
Basic Cost of Building(s):	\$18.35 /sq. ft.	Building Size, GBA, sq. ft.:	120
Current Cost Multiplier:	0.96	Local Cost Multiplier:	0.96
Story-Height Multiplier:	1.000	Area-Perimeter Multiplier:	1.000
Number of Stories:	1	First Floor Area sq. ft.	120
Office or Retail Finish-Out:	0%	Effective Building Age:	9
Basement Area, sq. ft.:	0	Finished Area, sq. ft.:	0
Land Value:	N/A	Economic Life, years:	15

Calculations

Adjusted Basic Cost Factor =	\$16.91 /sq. ft.	Basic Building Cost =	\$2,029
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Other		=	\$0
<u>Replacement Cost New (before developer's profit):</u>		=	<u>\$2,029</u>
Plus Developers Profit: 5.00% (Based on current economic conditions)		=	\$101
Subtotal		=	<u>\$2,130</u>
Less Physical Depreciation (Age/Life Method): 60.00%		=	\$1,278
Less Functional Depreciation: 0%		=	\$0
Less Economic Obsolescence: 0%		=	\$0
Depreciated Cost of Improvements:		=	<u>\$852</u>
plus Land Value:		=	N/A
Indicated Value by Cost Approach:		=	<u>\$852</u>

31010 Building Cost Approach

Replacement Cost New At Stabilized Occupancy
31011 Fabric Hoop Building

(Ref.: Marshall Valuation Service)

Inputs

Applicable Sections: 17 pg 10, 26	17	Building Type:	Hoop Arch Turkey Barn
Class:	S	Type of Construction:	Fair
Basic Cost of Building(s):	\$14.15 /sq. ft.	Building Size, GBA, sq. ft.:	2,562
Current Cost Multiplier:	0.96	Local Cost Multiplier:	0.96
Story-Height Multiplier:	1.000	Area-Perimeter Multiplier:	0.991
Number of Stories:	1	First Floor Area sq. ft.:	3,172
Office or Retail Finish-Out:	0%	Effective Building Age:	10
Basement Area, sq. ft.:	0	Finished Area, sq. ft.:	0
Land Value:	N/A	Economic Life, years:	15

Calculations

Adjusted Basic Cost Factor = \$13.58 /sq. ft. Basic Building Cost = \$43,088

Other	=	\$0
Replacement Cost New (before developer's profit):	=	\$43,088
Plus Developers Profit: 5.00% (Based on current economic conditions)	=	\$2,154
Subtotal	=	\$45,242
Less Physical Depreciation (Age/Life Method): <u>66.67%</u>	=	\$30,162
Less Functional Depreciation: 0%	=	\$0
Less Economic Obsolescence: 0%	=	\$0
Depreciated Cost of Improvements:	=	\$15,080
plus Land Value:	=	N/A
Indicated Value by Cost Approach:	=	\$15,080

31011 Building Cost Approach

Replacement Cost New At Stabilized Occupancy
No Building #- Miscellaneous Storage

(Ref.: Marshall Valuation Service)

Inputs

Applicable Sections: 17 pg 3, 26	17	Building Type:	Farm Utility Bldg
Class:	D	Type of Construction:	Average
Basic Cost of Building(s):	\$19.45 /sq. ft.	Building Size, GBA, sq. ft.:	750
Current Cost Multiplier:	0.96	Local Cost Multiplier:	0.96
Story-Height Multiplier:	1.115	Area-Perimeter Multiplier:	1.311
Number of Stories:	1	First Floor Area sq. ft.	750
Office or Retail Finish-Out:	0%	Effective Building Age:	3
Basement Area, sq. ft.:	0	Finished Area, sq. ft.:	0
Land Value:	N/A	Economic Life, years:	25

Calculations

Adjusted Basic Cost Factor =	\$26.20 /sq. ft.	Basic Building Cost =	\$19,652
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Refinements

Other			\$0
Replacement Cost New (before developer's profit):		=	\$19,652
Plus Developers Profit: 5.00% (Based on current economic conditions)		=	\$983
Subtotal			\$20,635
Less Physical Depreciation (Age/Life Method): 12.00%		=	\$2,476
Less Functional Depreciation: 0%		=	\$0
Less Economic Obsolescence: 0%		=	\$0
Depreciated Cost of Improvements:		=	\$18,159
plus Land Value:		=	N/A
Indicated Value by Cost Approach:		=	\$18,159

Misc. Building a Cost Approach

Replacement Cost New At Stabilized Occupancy
No Building #- Miscellaneous Storage b

(Ref.: Marshall Valuation Service)

Inputs

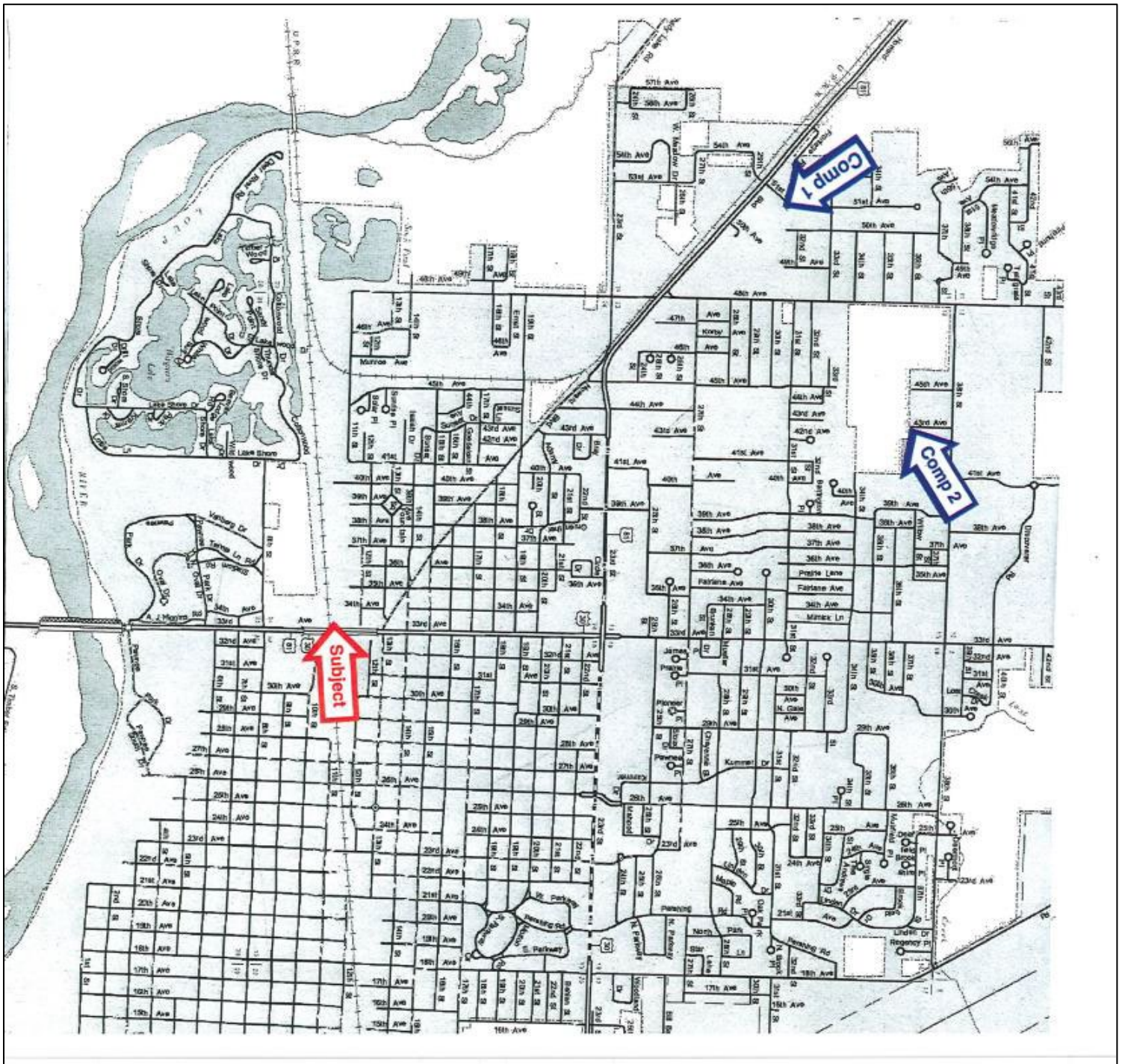
Applicable Sections: 17 pg 4,12	17	Building Type:	Tool Shed
Class:	D	Type of Construction:	Average
Basic Cost of Building(s):	\$18.35 /sq. ft.	Building Size, GBA, sq. ft.:	64
Current Cost Multiplier:	0.96	Local Cost Multiplier:	0.96
Story-Height Multiplier:	1.000	Area-Perimeter Multiplier:	1.000
Number of Stories:	1	First Floor Area sq. ft.	64
Office or Retail Finish-Out:	0%	Effective Building Age:	5
Basement Area, sq. ft.:	0	Finished Area, sq. ft.:	0
Land Value:	N/A	Economic Life, years:	15

Calculations

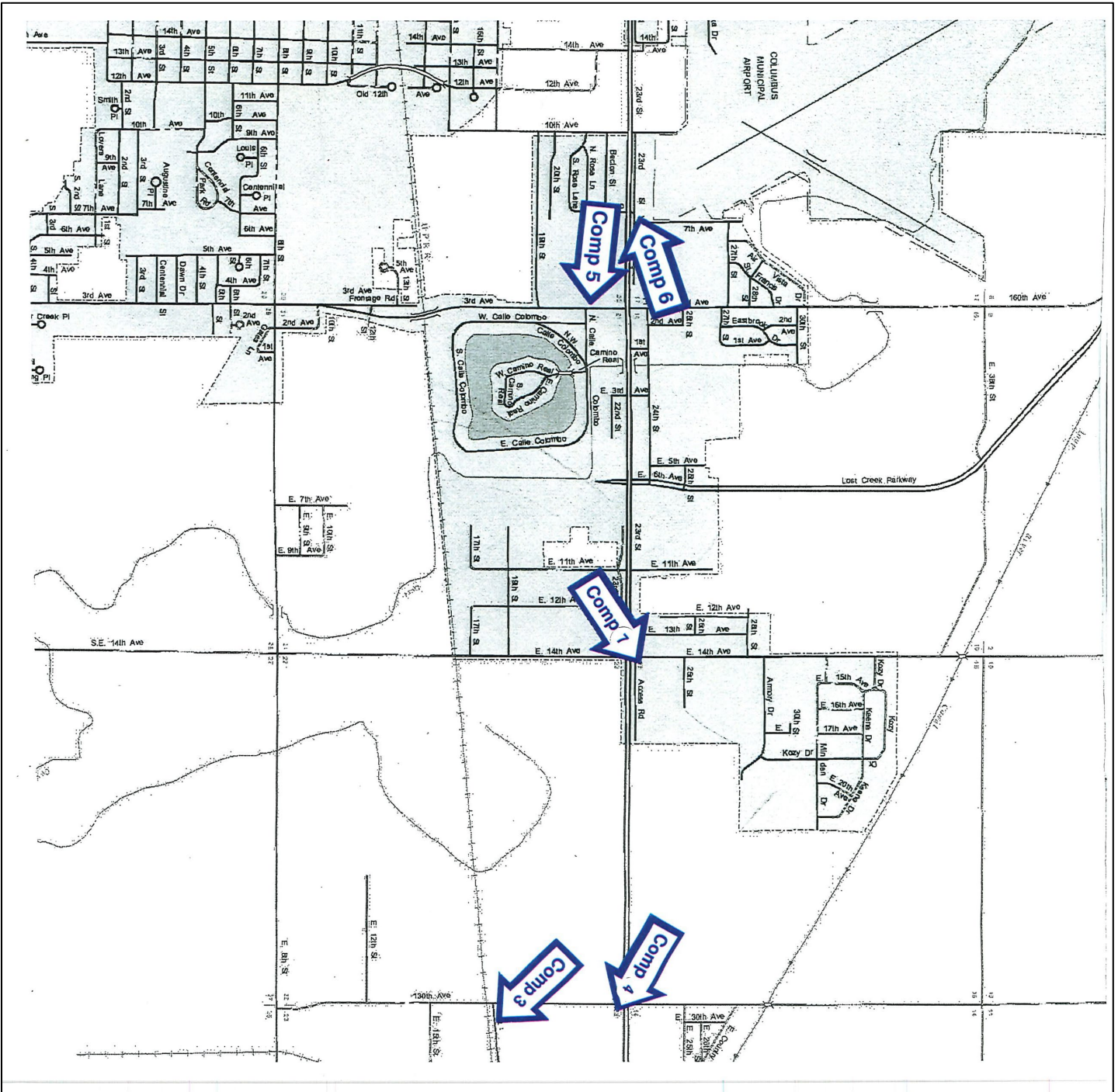
Adjusted Basic Cost Factor = \$16.91 /sq. ft. Basic Building Cost = \$1,082

Other		=	\$0
Replacement Cost New (before developer's profit):		=	\$1,082
Plus Developers Profit: 5.00% (Based on current economic conditions)		=	\$54
Subtotal		=	\$1,136
Less Physical Depreciation (Age/Life Method): 33.33%		=	\$379
Less Functional Depreciation: 0%		=	\$0
Less Economic Obsolescence: 0%		=	\$0
Depreciated Cost of Improvements:		=	\$757
plus Land Value:		=	N/A
Indicated Value by Cost Approach:		=	\$757

Misc. Building b Cost Approach



Sales Location Map a



Sales Location Map b

ITEM	Subject	SALE #	5	6	7
ADDRESS	3300 12th Street, Columbus, NE	2164 3rd Avenue, Columbus, NE	704 23rd Street, Columbus, NE	1414 E 23rd Street, Columbus, NE	
PROXIMITY TO SUBJECT		3.9 Miles Northeast	4.1 Miles Northeast	4.1 Miles Northeast	
SALE PRICE		\$555,000.00	\$1,000,000.00	\$1,060,000.00	
PRICE/GROSS BUILDING AREA	#VALUE! PER SQ. FT.	\$141.94 PER SQ. FT.	\$416.67 PER SQ. FT.	\$186.88 PER SQ. FT.	
DATA SOURCE	Inspection NDOT Records	Inspection/Buyer County Records	Inspection/Buyer County Records	Inspection/Buyer County Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	ADJUSTMENT	DESCRIPTION	ADJUSTMENT
SALES OR FINANCING Condition of Sale	N/A	Cash to Seller Sold Low	Cash to Seller None	Cash to Seller None	
DATE OF SALE/TIME	N/A	5/2/2024	4/26/2022	2/28/2024	
LOCATION	Sides Highway 30 Viaduct	Northwest Corner of 3rd Avenue & N Calle Columbo Street	Northwest Corner of Highway 30 & 7th Avenue	Northwest Corner of Highway 30 & E 14th Avenue	
QUALITY OF CONSTRUCTION	Average	Average	Average	Average	
YEAR BUILT/EFFECTIVE AGE	1954 to 2020+/-	1991 & 1997	1965 to 2021	1991	
CONDITION	Average	Average	Good	Good	
WAREHOUSE/GARAGE SQ. FT.	11,360	5,000	11,430	19,600	
OFFICE SQ. FT.	3,080	1,050	1,390	2,400	
LOT SIZE	178,530	37,510	52,200	89,125	
FUNCTIONAL UTILITY	Irregular Shape	Rectangular Shape	Rectangular Shape	Rectangular Shape	
HEATING/COOLING	Heating & Cooling in office & Garage	Similar	Similar	Similar	
GARAGE/MAINTENANCE BAYS	13 Bays/13 Overhead Doors	4 Bays/4 Overhead Doors	3 Bays/3 Overhead Doors	2 Bays/2 Overhead Doors	
FENCING	Yes	Yes	None	None	
OUTBUILDINGS	3,172 sf Hoop Bldg/3,243 sf Outbldgs	2,704 Mini Storage	2,000 sf Outbldg & Shed	None	
TANK REMOVAL	Removed	None	None	None	
NET ADJUSTMENT (TOTAL)		\$317,000.00	\$7,500.00		(\$120,500.00)
INDICATED VALUE OF SUBJECT		\$872,000.00	\$1,007,500.00		\$939,500.00

COMMENTS:
Adjustments were rounded to the nearest \$500.

Improved Sales Grid

Commercial Land Sale # 01

Grantor: RDF Investments, LLC, a Nebraska Limited Liability Company
Grantee: Bierman Property Management, LLC
Legal Description: Lot 6, Block A, Westbrook Addition to the City of Columbus, Platte Co., NE

Instrument Type:	Warranty Deed	Document #:	253/1038
Date of Instrument:	01/20/2023	Date Recorded:	01/31/2023
Consideration:	\$1.00 & O.V.C.		
Revenue Stamps:	\$393.75	Indicated Price:	\$175,000.00
Confirmed By:	Real Estate Transfer Statement		
Confirmed To:	Tim Lentz	Date:	08/15/2024
Confirmed Price:	\$175,000.00		
Financing:	Unknown	Days on Market:	Several Years
Motive:	Unknown		
Inspected By:	Tim Lentz	Date:	08/06/2024
Prior sales past year:	This property also sold in September 2021 for \$162,500.		
Location:	51st Avenue, Columbus, NE 68601		
Size:	69,130.00 square feet	Dimension:	236.6' x 120' x 430.88' x 375' x 236.6'
Topography:	Level	Shape:	Irregular
Access:	Via paved 51st Avenue	Visibility:	Good to Highway 81
Zoning:	B-2 General Commercial District	Present Use:	Industrial
Utilities:	All city utilities are		
Improvements:	There are no improvements.		
Comments:	This sale was listed with a real estate agent and was on the market for several years. There was some slight negotiations, but the asking price was very close to the sale price. This property is located in a newer mixed-use area just north of Highway 81 that has industrial, commercial, and residential properties in the area.		
Sale Price Per Unit:	\$2.53 per square foot		

PLATTE COUNTY REGISTER OF DEEDS
DIANE KAPELS
January 31, 2023 01:50 PM
RECORDED & ENTERED
BOOK DEED 253 PAGE 1038
Fee: 16.00 Return: 10 COUNTY TITLE

NEBRASKA DOCUMENTARY STAMP TAX Jan 31, 2023 \$393.75 By: JB	
--	--

AFTER RECORDING RETURN TO:
10 County Title & Escrow, Inc.
1371 26th Ave
Columbus, NE 68601

WARRANTY DEED

RDF Investments, LLC, a Nebraska Limited Liability Company, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys to GRANTEE, Bierman Property Management, LLC, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

Lot 6, Block A, Westbrook Addition to the City of Columbus, Platte County, Nebraska.


GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

1. is lawfully seized of such real estate and that it is free from encumbrances, EXCEPT subject to easements, reservations, and restrictions of record;
2. has legal power and lawful authority to convey the same;
3. warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: January 20, 2023.

10943

RDF Investments, LLC


By Roger D. Fredstrom, Manager

1038

Deed

RECORDED & ENTERED
BOOK 256 PAGE 583
DEED
2024 Feb 23 PM 01:59



REGISTER OF DEEDS
PLATTE COUNTY, NE
FEE \$ 22.00
Simplifile -
Platinum Title & Escrow, LLC

NEBRASKA DOCUMENTARY
STAMP TAX
\$ 765.00
Feb 23 2024

Return To:
Platinum Title & Escrow LLC
17838 Burke St. Suite 102
Omaha, NE 68118

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT

ATM Acquisitions, LLC, a Nebraska limited liability company and Growth Properties, LLC, a Nebraska limited liability company

herein called the grantor whether one or more, in consideration of One Dollar and other valuable consideration received from grantee, do hereby grant, bargain, sell, convey and confirm unto

Rief Development, L.L.C., a Nebraska limited liability company

herein called the grantee whether one or more, the following described real property in Platte County, Nebraska, more particularly described as follows;

Lot 2, Highland Park Church 2nd Addition to the City of Columbus, Platte County, Nebraska.

Lot 3, Highland Park Church Addition to the City of Columbus, Platte County, Nebraska.

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seized of said premises; that they are free from encumbrance except covenants, easements and restrictions of record, if any; and free from all regular taxes and special assessments, except those levied or assessed subsequent to date hereof; that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

2301063

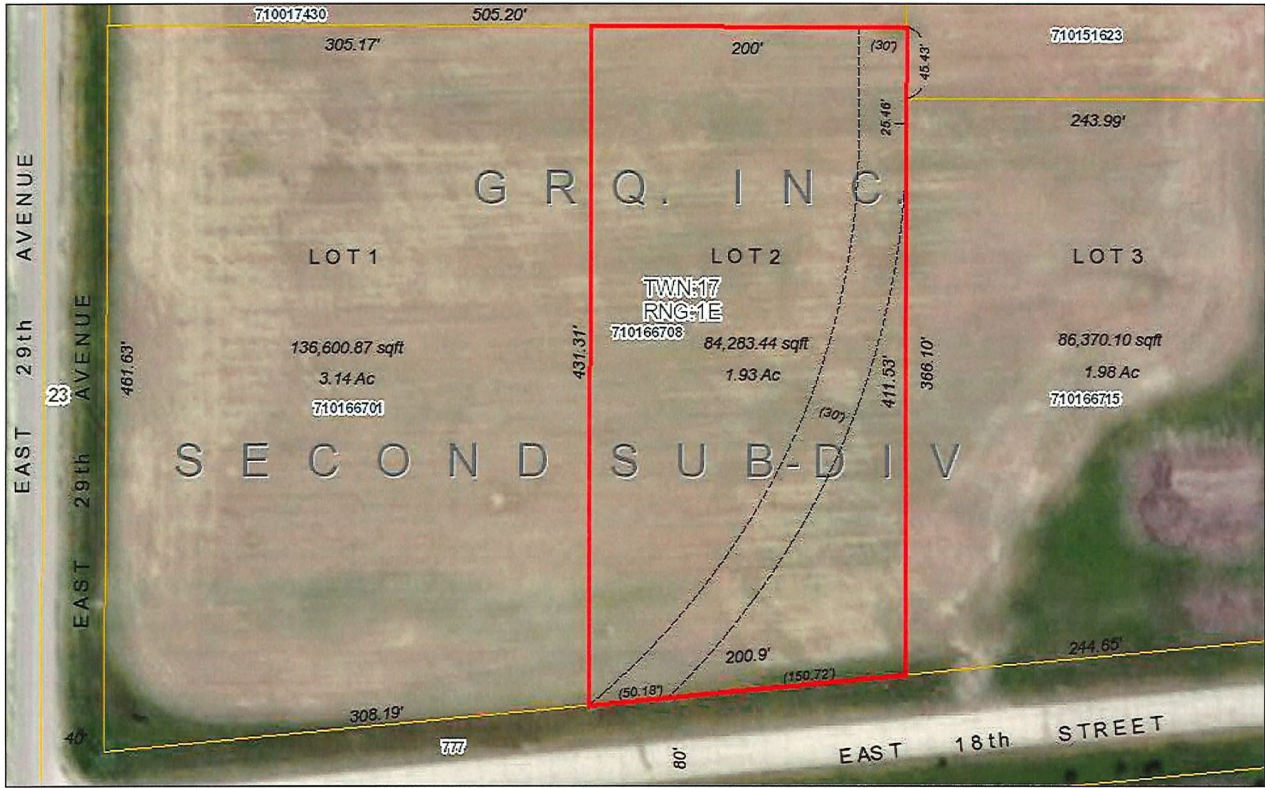
583

RECEIVED FEB 23 2024 1:59 PM

Deed

Industrial Land Sale # 03

Grantor: GRQ, LLC, a Nebraska limited liability company
Grantee: Walker Lehr
Legal Description: Lot 2, GRQ, Inc. Second Subdivision, a replat of Lot 1A, GRQ, Inc. Subdivision & a Subdivision of part of Block 3, Canal Industrial Park located in the NW1/4 of Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte Co., NE
Instrument Type: Warranty Deed Document #: 250/232
Date of Instrument: 12/09/2021 Date Recorded: 12/10/2021
Consideration: \$1.00 & O.V.C.
Revenue Stamps: \$200.25 Indicated Price: \$89,000.00
Confirmed By: Nicki- Admin. Assistant for Lance Lehr
Confirmed To: Tim Lentz Date: 08/17/2022
Confirmed Price: \$88,497.00
Financing: Cash to the seller Days on Market: Unknown
Motive: Development- May be used for a loading facility or a parking lot.
Inspected By: Scott Williams Date: 08/17/2022
Prior sales past year: There has been no other recent sales activity.
Location: E 18th Street, Columbus, NE 68601
Size: 84,283.44 square feet Dimensions: 200.9' x 431.31' x 200' x 411.53'
Topography: Nearly level Shape: Irregular
Access: Via E 18th Street Visibility: Average
Zoning: MH General Industrial District Present Use: Industrial
Utilities: All city utilities are available.
Improvements: There are no improvements.
Comments: This was a private sale, and the buyer approached the seller. The asking price was \$3.00/sq. ft. The buyer did not think that there was anyone else that had expressed any recent interest in this property. This property is located in an industrial area just north of the railroad tracks with vacant land and buildings of a wide range of ages
Sale Price Per Unit: **\$1.05 per square foot**



Aerial



Sale Photo

Control #: Project #: MY31000

PLATTE COUNTY REGISTER OF DEEDS
DIANE KAPELS
December 10, 2021 03:02 PM
RECORDED & ENTERED
BOOK DEED 250 PAGE 232
Fee: 16.00 Return: 10 COUNTY TITLE

NEBRASKA DOCUMENTARY STAMP TAX Dec 10, 2021 \$200.25 By: SP	
--	--

AFTER RECORDING RETURN TO:
10 County Title & Escrow, Inc.
2456 18th Ave.
Columbus, NE 68601

WARRANTY DEED

GRQ, LLC, A Nebraska limited liability company, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys to GRANTEE, Walker Lehr, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

Lot 2, GRQ, Inc. Second Subdivision, a replat of Lot 1A, GRQ, Inc. Subdivision and a Subdivision of part of Block 3, Canal Industrial Park located in the Northwest 1/4 of Section 23, T17N, R1E of the 6th P.M., Platte County, Nebraska.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

1. is lawfully seized of such real estate and that it is free from encumbrances, EXCEPT subject to easements, reservations, and restrictions of record;
2. has legal power and lawful authority to convey the same;
3. warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: December 9, 2021.

11209

GRQ, LLC, A Nebraska limited liability company

Darrell Burrows
By Darrell Burrows, Member

232

Deed

Industrial Land Sale # 04

Grantor: P & B, LLC, a Nebraska Limited Liability Company
Grantee: Lance W. Lehr
Legal Description: Lot 1, Lehr's Subdivision, a Minor Subdivision of part of Block 3, Canal Industrial Park Subdivision of the NW1/4, Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte Co., NE
Instrument Type: Warranty Deed Document #: 243/457
Date of Instrument: 08/28/2019 Date Recorded: 08/28/2019
Consideration: \$1.00 & O.V.C.
Revenue Stamps: \$481.50 Indicated Price: \$214,000.00
Confirmed By: Lance Lehr
Confirmed To: Tim Lentz Date: 04/07/2022
Confirmed Price: \$213,750.00
Financing: Cash to the seller Days on Market: 0
Motive: Assemblage with the adjacent land to the south for developmental purposes.
Inspected By: Tim Lentz Date: 04/06/2022
Prior sales past year: There has been no other recent sales activity.
Location: E 23rd Street, Columbus, NE 68601
Size: 117,176.00 square feet Dimensions: Unavailable
Topography: Nearly level Shape: Irregular
Access: No access available. Visibility: Good- Frontage on Highway 30
Zoning: MH General Industrial District Present Use: Industrial
Utilities: All city utilities are available.
Improvements: There are no improvements.
Comments: This was a private sale with the buyer approaching the seller. There were some negotiations involved. The buyer was unaware if there were others that had expressed interest. This land was purchases for an assemblage with the improved property to the south. The buyer is unsure what he is going to do with the site, but he has thought about a possible location for a fueling station if there is access to E 29th Avenue. He was hoping to have access to this property via access to E 29th Avenue, but there is new control of access along there which prevents a drive from being constructed. Access is also not allowed onto Highway 30. This property is located in an industrial area with a with buildings of a wide range of ages.
Sale Price Per Unit: **\$1.82 per square foot**



Aerial



Photo

RECORDED & ENTERED
BOOK 243 PAGE
Deeds 457
2019 AUG 28 PM 2:03

M/ ✓
COM ✓ NS ✓
C. ✓ CS. 0
N. ✓ S. 0

Siene Kogels
REGISTER OF DEEDS
PLATTE COUNTY, NE

Fee: \$16.00
Will Call: Platte County Title & Escrow Co.

AFTER RECORDING RETURN TO:
Platte County Title & Escrow Co., 2511 15th St., Columbus NE 68601

NEBRASKA DOCUMENTARY
STAMP TAX
\$ 481.50
AUG 28 2019

WARRANTY DEED

P & B, LLC, a Nebraska Limited Liability Company, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys to GRANTEE, Lance W. Lehr, the following described real estate (as defined in Neb. Rev. Stat § 76-201):

Lot 1, Lehr Subdivision, a Minor Subdivision of part of Block 3, Canal Industrial Park Subdivision of the NW1/4, Section 23, Township 17 North, Range 1 East of the 6th P.M., Platte County, Nebraska.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

1. is lawfully seized of such real estate and that it is free from encumbrances, EXCEPT subject to easements, reservations and restrictions of record;
2. has legal power and lawful authority to convey the same;
3. warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: August 28, 2019
PC1939

P & B, LLC

Patrick E. Beans
By Patrick E. Beans, Member

457

Deed

Industrial Improved Sale # 05

Grantor: Gulf C&C, LLC, a Nebraska limited liability company
Grantee: Jeffrey & Marie Bruegger, H. & W.
Legal Description: The south 110' of Lot 2, Block B, Replat of the North 580' of the Replat of Morningside Subdivision, City of Columbus, Platte Co., NE

Instrument Type:	Warranty Deed	Document #:	257/63
Date of Instrument:	05/02/2024	Date Recorded:	05/08/2024
Consideration:	\$1.00 & O.V.C.		
Revenue Stamps:	\$1,248.75	Indicated Price:	\$555,000.00
Confirmed By:	Jeff Bruegger		
Confirmed To:	Tim Lentz	Date:	08/14/2024
Confirmed Price:	\$555,000.00		
Financing:	Cash to the seller	Days on Market:	None- Auction
Motive:	Office and storage space for their business.		
Inspected By:	Tim Lentz	Date:	08/06/2024
Prior sales past year:	There has been no other recent sales activity.		
Location:	2164 3rd Avenue, Columbus, NE 68601		
Design:	Storage Warehouse/Office		
Occupant:	Unknown	Exterior:	Metal
GLA/GBA:	8,754.00 square feet		
Basement:	0.00 square feet	Basement Finish:	None
Quality:	Average	Condition:	Average
Age:	33//27	Functional Utility:	Forced Air Central in office area
Garage/Parking:		Heating/Cooling:	area
Additional Features:			
Size:	37,510.00 square feet	Dimension:	110' x 341'
Topography:	Nearly level	Shape:	Rectangular
Access:	Via paved 3rd Avenue B-2 General Commercial	Visibility:	Average
Zoning:	District	Present Use:	Industrial
Utilities:	All city utilities are available. There is a building with 5,000 sq. ft. of storage warehouse and a 1,050 sq. ft. office area built in 1991. It appears to be of average quality and condition. The buyer reported that the interior was in average condition. In addition, there are 10 mini-storage garages that were built in 1997. They are currently renting for \$80/month. The finished area has 2 office areas, breakroom, reception area, and 1 bathroom. The buyer reported that the interior was in average condition		
Improvements:			
Comments:	This property is located in an older mixed-use area with industrial and residential properties in the area. It sold at an auction, and there were several people bidding at the end of the auction. The buyer reported that he would have been willing to bid up to \$600,000 to obtain this property at the auction.		
Sale Price Per Unit:	\$63.40 per square foot		



Aerial



Photo

Control #: Project #: MY31000

PLATTE COUNTY REGISTER OF DEEDS
DIANE KAPELS
May 08, 2024 08:39 AM
RECORDED & ENTERED
BOOK DEED 257 PAGE 63
Fee: 16.00 Return: 10 COUNTY TITLE

NEBRASKA DOCUMENTARY STAMP TAX May 08, 2024 \$1248.75 By: SP

AFTER RECORDING RETURN TO:
10 County Title & Escrow, Inc.
1371 26th Ave
Columbus, NE 68601

CORPORATION WARRANTY DEED

Gulf C&C, LLC, a Nebraska limited liability company, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys to GRANTEE, Jeffrey Bruegger and Marie Bruegger, husband and wife, as joint tenants and not as tenants in common, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

The South 110 feet of Lot 2, Block B, Replat of the North 580 feet of the Replat of Morningside Subdivision, City of Columbus, Platte County, Nebraska

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

1. is lawfully seized of such real estate and that is free from encumbrances, EXCEPT subject to easements, reservations, and restrictions of record;
2. has legal power and lawful authority to convey the same;
3. warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: 5-2, 2024.

Gulf C&C, LLC, a Nebraska limited liability company, a Nebraska corporation

12511

By Adam Randall
Adam Randall, Manager and Sole Member

63

Deed

Industrial Improved Sale # 06

Grantor: Becher Place Properties, LLC, a Nebraska limited liability company
Grantee: JKAI, LLC, a Nebraska limited liability company
Legal Description: Lots 12 and 13, Poor Sisters of Saint Francis, 1st Addition to Columbus, Platte Co. NE

Instrument Type:	Warranty Deed	Document #:	251/517
Date of Instrument:	04/26/2022	Date Recorded:	05/02/2022
Consideration:	\$1.00 & O.V.C.		
Revenue Stamps:	\$2,250.00	Indicated Price:	\$1,000,000.00
Confirmed By:	Jason Gaver- Owner of JKAI		
Confirmed To:	Tim Lentz	Date:	08/14/2024
Confirmed Price:	\$1,000,000.00		
Financing:	Cash to the seller	Days on Market:	Few days
Motive:	Business location- Buyer was tenant at the time of the sale.		
Inspected By:	Tim Lentz	Date:	08/06/2024
Prior sales past year:	There has been no other recent sales activity.		
Location:	704 23rd Street, Columbus, NE 68601		
Design:	Service Repair Garage		
Occupant:	Tire Center	Exterior:	Metal
GLA/GBA:	12,820.00 square feet		
Basement:	0.00 square feet	Basement Finish:	None
Quality:	Average	Condition:	Average+
Age:	59	Functional Utility:	
Garage/Parking:		Heating/Cooling:	Forced Air/Central in office.
Additional Features:			
Size:	52,260.00 square feet	Dimension:	200' x 261.3'
Topography:	Level	Shape:	Rectangular
Access:	Via paved 7th Avenue	Visibility:	Good to Highway 30
Zoning:	M-H General Industrial District	Present Use:	Industrial
Utilities:	There is access to all city utilities.		
Improvements:	There is a building on the site with a service repair garage that has 11,430 sq. ft. and a 1,390 sq. ft. office area that was built in 1965. The buyer reported that the office area was in great shape and includes a reception area, 1 office, and 1 bath. The service garage has 4 overhead doors.		
Comments:	The building appears to be of average quality. The exterior appears to be in average condition. This property is located in an average mixed-use area with industrial, commercial, residential, and vacant land in the area. This was a private sale, and the buyer was the tenant for approx. 6 years at the time of the sale. The seller was set on the sale price with no room for negotiation. The buyer felt that this property would have sold for the same amount to any potential buyer.		
Sale Price Per Unit:	\$0.00 per square foot		



Plat



Photo

Control #: Project #: MY31000

PLATTE COUNTY REGISTER OF DEEDS
DIANE KAPELS
May 02, 2022 10:43 AM
RECORDED & ENTERED
BOOK DEED 251 PAGE 517
Fee: 16.00 Return: 10 COUNTY TITLE

NEBRASKA DOCUMENTARY STAMP TAX May 02, 2022 \$2250.00 By: JB

AFTER RECORDING RETURN TO:
10 County Title & Escrow, Inc.
2456 18th Ave.
Columbus, NE 68601

WARRANTY DEED

Becher Place Properties, LLC, a Nebraska limited liability company, GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, conveys to GRANTEE, JKAI, LLC, a Nebraska limited liability company, the following described real estate (as defined in Neb. Rev. Stat. § 76-201):

Lots 12 and 13, Poor Sisters of Saint Francis 1st Addition to Columbus, Platte County, Nebraska

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

1. is lawfully seized of such real estate and that it is free from encumbrances, EXCEPT subject to easements, reservations, and restrictions of record;
2. has legal power and lawful authority to convey the same;
3. warrants and will defend title to the real estate against the lawful claims of all persons.

Executed: 26 April, 20 22

4836

Becher Place Properties, LLC

John Curry
By John Curry, Managing Member

517

Deed

Industrial Improved Sale # 07

Grantor: Kearny, LLC, a Nebraska limited liability company
Grantee: White Timber Properties, LLC, a Nebraska limited liability company
Legal Description: A tract of land located in the SW1/4 SW1/4 of Section 15, Township 17 North, Range 1 East of the 6th P.M., Platte Co., NE

Instrument Type: Special Warranty Deed Document #: 256/655
Date of Instrument: 02/28/2024 Date Recorded: 03/01/2024
Consideration: \$1.00 & O.V.C.

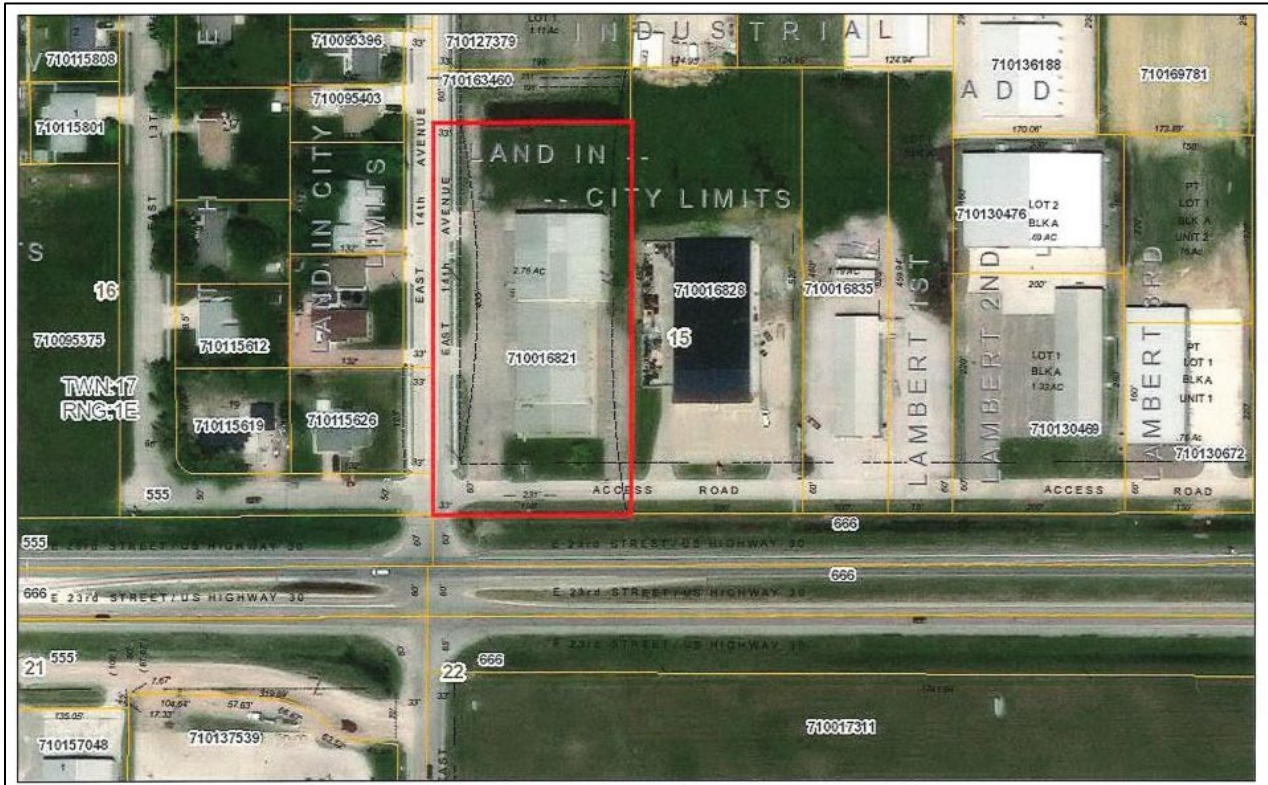
Revenue Stamps: \$2,385.00 Indicated Price: \$1,060,000.00
Confirmed By: Kyle Fritz- Partner with White Timber
Confirmed To: Tim Lentz Date: 08/14/2024
Confirmed Price: \$1,060,000.00
Financing: Cash to the seller. Days on Market: Unknown
Motive: Expand the family business.
Inspected By: Tim Lentz Date: 08/06/2024
Prior sales past year: There has been no other recent sales activity.

Location: 1414 East 23rd Street, Columbus, NE 68601
Design: Storage Warehouse/Office
Occupant: Northwest Electric Exterior: Vinyl/Steel
GLA/GBA: 22,000.00 square feet
Basement: 0.00 square feet Basement Finish: None
Quality: Average Condition: Average
Age: 33 Functional Utility: Force Air/Central in the office area.
Garage/Parking: Heating/Cooling:
Additional Features:

Size: 89,125.00 square feet Dimension: Unavailable
Topography: Level Shape: Rectangular
Access: Via paved East 14th Ave & a paved frontage road Visibility: Good to Highway 30
Zoning: ML/C-1 Light Industrial Present Use: Industrial
Utilities: All city utilities are available.
There is a building with 19,600 sq. ft. of storage warehouse and 2,400 sq. ft. office area built in 1991. It appears to be of average quality and condition. The seller reported that the interior was dated. The HVAC was replaced about 5 years ago. The exterior appears to be in average condition. The seller reported that the interior was dated. The finished area has 10 offices, conference room, and 3 bathrooms.

Improvements:
Comments: This property is located in an older mixed-use area with some industrial, commercial, and residential properties in the area. This was a private sale, and the asking price was based on a market analysis by a local realtor. The buyer's father-in-law owned this business before it sold, but Mr. Fritz reported that it sold for about the same price that it would have if sold to someone else. This sale was on a 20-year land contract at about 5 to 5.5% rate. The buyer also did not feel that this had an affect on the sale price. The seller reported that the interior was dated.

Sale Price Per Unit: **\$0.00 per square foot**



Aerial



Photo

Control #: Project #: MY31000

RECORDED & ENTERED
BOOK 256 PAGE 655
DEED
2024 Mar 01 AM 11:06



REGISTER OF DEEDS
PLATTE COUNTY, NE

NEBRASKA DOCUMENTARY
STAMP TAX

FEE \$ 16.00
Simplifile -
Nebraska Title Company-David City 217

\$2385.00
Mar 01 2024

SPECIAL WARRANTY DEED

Keamky, LLC, a Nebraska limited liability company, GRANTOR, in consideration of One Dollar and other good and valuable consideration received from White Timber Properties, LLC, a Nebraska limited liability company, as Grantee, conveys to GRANTEE, the following-described real estate located in Platte County, Nebraska:

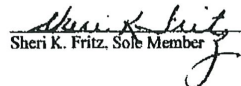
A tract of land located in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ /SW $\frac{1}{4}$) of Section Fifteen (15), Township Seventeen (17) North, Range One (1), East of the 6th P.M., Platte County, Nebraska, described as follows: Commencing at the Southwest corner of Section Fifteen (15), Township Seventeen (17) North, Range One (1), East of the 6th P.M., Platte County, Nebraska; thence Northerly on an assumed bearing of N00°00'00"E, 60.00 feet, to the point of beginning, said point also being on the North R.O.W. line of Highway No. 30; thence N00°00'00"E and on the West line of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ /SW $\frac{1}{4}$), 520.00 feet, to a point; thence S89°59'14"E, 231.00 feet, to a point; thence S00°00'00"E, 520.00 feet, to a point, said point also being on the North R.O.W/ line of Highway No. 30; thence N89°59'14"W and on said North R.O.W. line of Highway No. 30, 231.00 feet, to the point of beginning. EXCEPT a tract of land located in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ /SW $\frac{1}{4}$) of Section Fifteen (15), Township Seventeen (17) North, Range One (1), East of the 6th P.M., Platte County, Nebraska, more particularly described as follows: Beginning at the Southwest corner of Fritz Subdivision, being a part of said Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ /SW $\frac{1}{4}$) and now in the City of Columbus, Platte County, Nebraska; thence N89°49'42"E, 231.08 feet on the South line of Fritz Subdivision to the Southeast corner thereof; thence S00°00'00"E, 60.00 feet; thence S89°49'42"W, 231.07 feet to the West line of said Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ /SW $\frac{1}{4}$); thence N00°11'05"W, 60.00 feet on the West line of said Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ /SW $\frac{1}{4}$) to the point of beginning.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seised of such real estate that it is free from encumbrances subject to easements, reservations, covenants and restrictions of record.
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend the title to the real estate against the lawful claims of all persons claiming the same or any part thereof by, through, or under Grantor, and none other.

Executed: this 1st day of February, 2024

Keamky, LLC,
a Nebraska limited liability company


Sheri K. Fritz, Sole Member

Please Return recorded document to:
Nebraska Title Company
402 North 5th Street
David City, NE 68632

Date: January 13, 2025
To: Todd Wicken – Property Management Supervisor
From: Mark Lorenz – Review Appraiser
Subject: Project # MY31000

The appraisal report submitted by Tim Lentz for this tract of excess land has been reviewed and is approved when used with this review.

The reviewer completed a "desk review" and a "field review" of the appraiser's report. The desk review consisted of reading the report and viewing aerial plats. I checked the report for accuracy and completeness and made certain it communicated clearly. The field review consisted of a physical inspection of the neighborhood, subject property, and comparable sales.

My review determination of the fair market value for the excess land is:

Market Value of Excess Land	\$950,000.00
------------------------------------	---------------------

ROW Appraisal Checklist

Required Documentation

Topic	Review Response
Effective date of valuation	Yes
Date of appraisal or estimate	Yes
Intended use and user	Yes
Purpose and function of report	Yes
Property rights appraised	Yes
Interests Acquired	Yes
Scope of work	Yes
Project number	Yes
Tract number	Yes
Identification of property (address, legal description)	Yes
Recorded ownership (tenant info if available)	N/A
Five year title history	N/A
Area & Neighborhood description	Yes
Project data	N/A
Market overview	Yes
Site data (Size, Use, Dimensions, Shape, Access, etc.)	Yes
Improvement data (Type, Size, Condition, Age Functionality, etc.)	Yes
Zoning	Yes
Present use	Yes
Highest & best use	Yes
List of comparable sales with sales map	Yes
Direct comparison of sales to subject property	Yes
Comparable sales analysis complete & adequate	Yes
Proper valuation methods used	Yes
Determination of value and basis therefore	Yes
Valuation process logical & reasonable	Yes
Is the valuation report clear & does it guide and direct the reader?	Yes
Certification fulfills minimum requirements	Yes
Assumptions and limiting conditions	Yes
All necessary maps, plats, plans, floor plans, or photos	Yes
A log of contacts and inspections	Yes
Sales verified with principal	Yes
Date of sale	Yes
Names of grantees and grantors	Yes
Legal description/address of comparable	Yes
Area / Size	Yes
Types of improvements	Yes
Sale Price	Yes
Motive of buyer and/or seller	Yes
Conditions/terms of sale	Yes
Photographs of significant features	Yes
Deed recording information	Yes
Prior sales of comparable within one year	Yes

Project #: MY31000

Control #:

Tract #:

CERTIFICATE OF REVIEW APPRAISER

**This opinion of value may not meet minimum standards contained in the Uniform Standards of Professional Appraisal Practice and is not governed by the Real Property Appraiser Act.
[In accordance with Neb. Rev. Stat. Section 76-2221(1)]**

This opinion of value conforms to the requirements of Federal law (42 USC 4601 – 4655), Federal Rules and Regulations (49, CFR, Part 24 as amended) and the Nebraska Department of Transportation Right of Way Manual as approved by the Federal Highway.

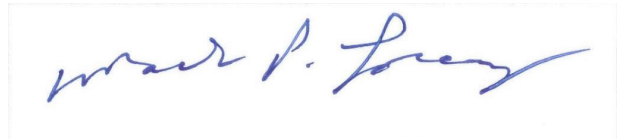
I certify that, to the best of my knowledge and belief:

- The statements of fact reported contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- That I understand that such estimate is to be used in connection with the sale of excess land by the State of Nebraska.
- That I have not revealed the findings and results of such estimate to anyone other than the proper officials of the acquiring agency or officials of the Federal Highway Administration, and will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
- My determination of compensation has been reached independently based on the appraisal and other factual data of record without collaboration or direction.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.
- I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favor the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the appropriate State laws, regulations and policies and procedures.
- I have made a personal inspection of the property that is the subject of this report. I have made a personal inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.
- No one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing this certification.

My Review determination of the fair market value for the excess land is \$950,000.00 as of 08/07/2024.

January 13, 2025

Date



Mark Lorenz

Salaried Review Appraiser for NDOT

Project #: MY31000

Control #:

Tract #:

14.B. Resolution No. R25-83 approving easement agreement with Regina McDuffee dba Regina's Kitchen to allow outdoor seating on city right-of-way.

RESOLUTION NO. R25-83

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE EASEMENT AGREEMENT WITH REGINA MCDUFFEE DBA REGINA’S KITCHEN, FOR OUTDOOR SEATING IN CONJUNCTION WITH THE OPERATION OF ITS BUSINESS; A COPY OF SAID AGREEMENT IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF AND CONFLICT THEREWITH.

WHEREAS, Regina McDuffee has made application to the City to use a portion of the City’s sidewalk, on the south side of the building at 2402 13 Street, Columbus, Nebraska, as a patio for outdoor seating in the operation of its business (commonly referred to Regina’s Kitchen located at Pioneer Plaza); and

WHEREAS, the City Council feels that the allowance of this outdoor seating patio is beneficial to the City and may help stimulate economic growth in the downtown area; and

WHEREAS, a number of other cities in Nebraska allow similar outdoor seating uses on their property and rights-of-way, and the Columbus has allowed other restaurant/bars in the downtown area to do the same; and

WHEREAS, the Easement Agreement attached to this resolution is needed and describes the proposed uses, parameters, boundaries, and restrictions for this outdoor seating patio on the City’s sidewalk.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Easement Agreement with Regina McDuffee dba Regina’s Kitchen for outdoor seating in conjunction with the operation of its’ business, a copy of which is hereto attached and incorporated herein by this reference, is hereby approved; and, the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM BY:

CITY ATTORNEY



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: May 27, 2025

TO: Tara Vasicek, City Administrator

FROM: Andy Woehrer, Chief Building and Code Official

RE: Right-of-Way Easement Agreement for Regina McDuffee doing business as Regina's Kitchen

RECOMMENDATION: Approve the easement agreement with Regina McDuffee

DISCUSSION: Carolyn Legenza, the owner of Pioneer Plaza located at 2402 13th Street has submitted a request for the approval of her Regina McDuffee doing business as Regina's Kitchen, Legenza's tenant to enter into a Right-of-Way (ROW) Easement Agreement with the City in order to place temporary tables and chairs on the west end of the building, within the City right-of-way. This proposed use aligns with City requirements and has been reviewed by both the Building Department and the City Engineering Department, who found no issues with the request. The agreement permits only the placement of tables and chairs—each table measuring 30" and accompanied by two chairs—with the overall space allocated for the proposed three (3) table setup measuring 42" wide by 25' long. The owner has agreed to the City's terms, which include not using fencing, ropes, or gates in the designated area, and no alcohol service will be allowed in this space. As part of the agreement, the business owner will be responsible for maintaining appropriate insurance coverage and must list the City as an additional insured party.

FISCAL IMPACT: None

SIGNATURE:

By: Andy J. Woehrer

Concurrence: Richard J. Bogue

Approved By: _____

May 10, 2025

CITY OF COLUMBUS
2500 14th St.
Columbus, NE. 68601

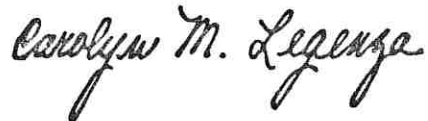
To Whom It May Concern:

I own the building at 2402 13th Street, Columbus, Nebraska, known as Columbus Pioneer Plaza. The legal description is E65' 4 LOT 8 BLK 59 ORIGINAL COLUMBUS.

Regina McDuffy rents Regina's Kitchen from me and is desiring to have Sidewalk Seating in front of Columbus Pioneer Plaza. I am requesting that you approve her desire to serve her customers in this fashion during the summer months.

I will be happy to appear on her behalf if you so desire. Thank you for your attention to this matter.

Respectfully,



Carolyn M. Legenza
9451 18th Avenue
Columbus, NE. 68601
Phone 402/562-3851
Email: carolynmlegenza@gmail.com



42" ↓

25' ↔

Area - No fence, no rope, no gates

3 tables 2 chairs a table

No alcohol

30 Incl tables

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made by and between the City of Columbus, Nebraska, a municipal Corporation (hereinafter referred to as 'Grantor'), and Regina McDuffee dba Regina's Kitchen (hereinafter referred to as 'Grantee').

1. **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions under which Grantee may place, maintain, and utilize the following described temporary improvement(s) (tables and chairs only) which will infringe upon the real estate or right-of-way owned and/or controlled by Grantor:

To place and maintain temporary improvements (tables and chairs only) on the sidewalk for outdoor seating in conjunction with the operation of Grantee's business (commonly referred to as Regina's Kitchen in the Pioneer Plaza Building). The temporary improvements (tables and chairs only) shall be located on the South side of the building located at 2402 13th Street, Columbus, Nebraska. The size of this area shall be approximately forty (25) feet long and three and a half (3.5) feet wide.

The area of these temporary improvements (tables and chairs only) shall not be used by Grantee for any other purpose than what is contained in this Agreement. Grantee shall not cause to be installed or maintained any fencing, rope, or other barriers without the express written consent of Grantor.

2. **DESCRIPTION OF REAL ESTATE.** Grantee leases a portion of the following described real estate adjacent to Grantor's real estate and/or right-of-way to which this the Agreement shall apply:

The East 65 Feet 4 Inches of Lot 8 of Block 59 of the Original City of Columbus, Platte County, Nebraska.

3. **GRANTEE'S DUTIES AND RISKS.** It is understood and agreed that Grantee may place, maintain, and utilize the above described temporary improvements (tables and chairs only) at Grantee's sole risk. Grantee hereby waives any claim for damages against Grantor, its officers, employee, agents and independent contractors for any damage or injury that may result to said temporary improvements (tables and chairs only). If Grantor, in its sole discretion, determines that any part or all of the temporary improvements (tables and chairs only) must be removed, or is damaged by Grantor, its, employees, agents or independent contractors working for Grantor during the course of their employment or duties with Grantor, then Grantee agrees to assume and pay all costs relating to the replacement or repair of the temporary improvements (tables and chairs only). Grantee agrees to indemnify and hold Grantor harmless from any and all liability, loss or damage, that Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of, or from this Agreement; including, but not limited to, indemnify and save and hold harmless Grantor from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by the operation and maintenance and use of the aforesaid easement and temporary improvements (tables and chairs only).

4. RESTORATION OF PROPERTY. If the placing or maintenance of the temporary improvements (tables and chairs only) identified in this Agreement causes disruption of the surface of the public right-of-way or neighboring property, Grantee shall restore the surface of the area to the same condition as it existed immediately prior to Grantee's work in the area.

5. APPLICABLE LAW. Grantee shall conform to all existing and applicable ordinances, resolutions, and permit procedures of Grantor. Grantee shall also follow and comply with all other applicable local, state, and federal laws. Nebraska law shall govern this Agreement.

6. LIABILITY INSURANCE. Grantee shall procure, and continuously maintain during the term of Agreement at its sole cost and expense, a policy or policies of comprehensive general liability insurance with not less than the following limits:

Each Occurrence	\$1,000,000
Damages to Rented Premises (each occurrence)	\$100,000
Medical Payments (any one person)	\$5,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

Grantor shall be named as an additional insured on these liability insurance policies. Grantee shall provide Grantor with annual certificates from its insurers confirming the existence of the insurance coverage required herein; and, will immediately notify Grantor of any cancellation or lapse of coverage.

7. EFFECTIVE DATE. This Agreement shall take effect the date it is executed by both Parties. It shall continue for an indefinite term, or until such time as it is terminated as provided hereafter.

8. TERMINATION. This Agreement shall terminate upon one or more of the following occurrences:

- A) The service of written notice of the intention to terminate by Grantee and the removal of any temporary improvements (tables and chairs only) infringing upon Grantor's property or right-of-way.
- B) Grantee's application for a permit to alter said temporary improvements (tables and chairs only), or any part thereof, unless said permit is for work due to an occurrence as in Paragraph 3 of this Agreement and said work has the prior written approval of Grantor.
- C) Grantee's construction or installation of any structure or improvement of any nature upon the real estate or right-of-way owned or controlled by Grantor except as described in this Agreement.
- D) The failure of Grantee to maintain and/or repair the temporary improvements (tables and chairs only) in a condition acceptable to Grantor.

E) The termination or non-renewal of Grantee's lease with the owner of the real estate described in Paragraph 2 above.

F) Grantor may revoke this Agreement at any time for any reason.

Upon termination of the Agreement, Grantee shall be required, and hereby agrees, to remove said temporary improvements (tables and chairs only) from Grantor's real estate and/or right-of-way solely at its own expense and without cost to Grantor. Said removal to occur no later than sixty (60) calendar days after receipt of the notice to terminate or any of the occurrences set forth in Paragraph 8 of this Agreement. Should Grantee fail to do so, Grantor may remove or cause the removal of said temporary improvements (tables and chairs only) and Grantee agrees to reimburse Grantor for all its costs.

9. REAL ESTATE OWNER'S RESPONSIBILITY. This Easement Agreement is conditional upon the owner of the real estate described in Paragraph 2 above consenting to this Agreement and agreeing that in the event Grantee, upon termination of this Agreement for any reason, fails to carry out Grantee's responsibility to remove the improvements from Grantor's real estate in accordance with Paragraph 8 above, said owner shall be responsible for such removal in strict accordance with such provision of said Paragraph 8.

10. NON-WAIVER. No waiver by Grantor of any default shall operate as a waiver of any other default or of the same default on a future occasion.

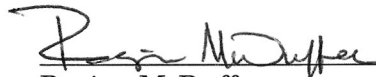
11. BINDING EFFECT. This Agreement shall extend to and be binding upon any heirs, personal representatives, successors and assigns of the Parties hereto (including guarantors, endorsers, and sureties) of the Parties hereto.

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

13. APPLICABLE LAW. The Parties agree that Nebraska law shall govern this Agreement. The Parties shall submit to personal jurisdiction and subject matter jurisdiction of the State of Nebraska in Platte County for any dispute between the Parties. Grantee agrees to follow all rules and regulations of Grantor's Zoning Code in the operation and maintenance of the temporary improvements (tables and chairs only).

*****Remainder of Page Left Intentionally Blank*****

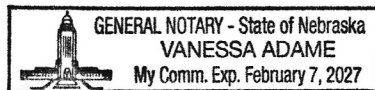
Duly executed this 28 day of May, 2025, by Regina McDuffee dba Regina's Kitchen:

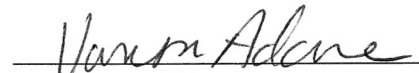

Regina McDuffee

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a Notary Public qualified for said county, personally came Regina McDuffee dba Regina's Kitchen, known to me to be the identical person who signed the foregoing Easement Agreement and acknowledged the execution thereof to be their voluntary act and deed.

Dated this 28 day of May, 2025.




Notary Public

Duly executed this _____ day of _____, 2025, by the City of Columbus:

James Bulkley, Mayor

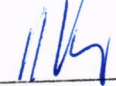
STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a Notary Public qualified for said county, personally came James Bulkley as Mayor of the City of Columbus and on behalf of such, known to me to be the identical person who signed the foregoing Easement Agreement and acknowledged the execution thereof to be his voluntary act and deed.

Dated this _____ day of June 2025.

Notary Public

APPROVED AS TO FORM

By 
City Attorney

14.C.Resolution No. R25-84 awarding contract to Obrist & Company in the amount of \$35,760 for 7th Avenue and 2nd Street Sewer Improvements. Reallocated CIP #21-81

DRAFT

RESOLUTION NO. R25-84

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDED CONTRACT TO OBRIST & COMPANY FOR THE BASE BID AMOUNT OF \$35,760 FOR 7TH AVENUE AND 2ND STREET SEWER IMPROVEMENTS.

WHEREAS, the City of Columbus received bids for 7th Avenue and 2nd Street Sewer Improvements on May 27, 2025, with Obrist & Company submitting the lowest bid in the amount of \$35,760, as detailed in the bid tabulation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the contract with Obrist & Company in the base bid amount of \$35,760 for 7th Avenue and 2nd Street Sewer Improvements be awarded and the mayor be authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: May 26, 2025
TO: Tara Vasicek, City Administrator
FROM : Richard J. Bogus, City Engineer
RE: 7th Avenue and 2nd Street Sewer Improvements

RECOMMENDATION:

I recommend award of the Base Bid for the above-referenced project to Obrist & Company in the amount of \$35,760.

DISCUSSION:

Two bids were received and a Bid Tabulation sheet is attached. The Engineer's estimate was \$95,000.

The project will assist in alleviating periodic sewer back-ups and excess maintenance work by the Public Works Department on the existing force main. The force main bends and taps into the sanitary sewer manhole at 7th Avenue and 2nd Street causing maintenance issues. The construction of the one block of force main and discharging it into the sanitary sewer manhole at 7th Avenue and 1st Street better aligns the pipe and discharge flow. The plans and specifications have been approved by the Nebraska Department of Environment and Energy.

Design and construction observation services by the Engineering Department.

FISCAL IMPACT:

Reallocated funds from CIP #21-81 in amount of \$95,000.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: _____

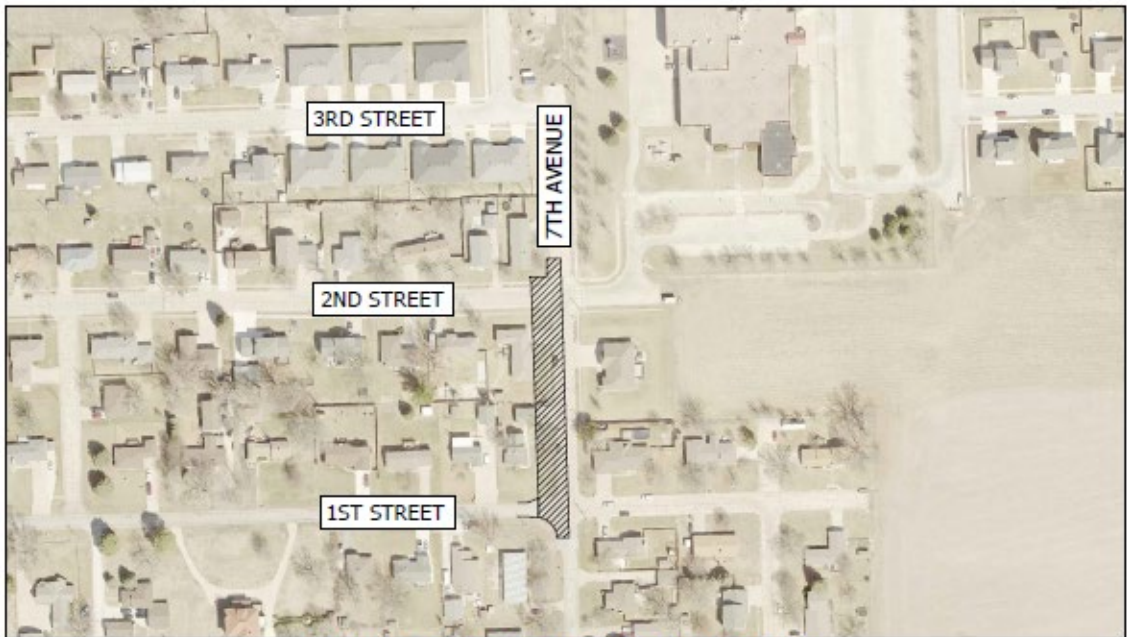
**CITY OF COLUMBUS
 BID TABULATION
 7TH AVENUE AND 2ND STREET SEWER IMPROVEMENTS
 BID OPENING: MAY 27, 2025 AT 2:00 P.M.**

	Obrist & Company 5020 Howard Blvd. PO Box 581 Columbus, NE 68601	Rutjens Construction, Inc. P.O. Box 99 Tilden, NE 68781
	Bid Bond: xx	Bid Bond: xx
ADDENDUM(S) ACKNOWLEDGED		
Description	Unit Price	Unit Price
Total Base Projects A	35,760.00	55,978.00

PROJECT A START DATE	July, 2025	July 15, 2025
SUBSTANTIAL COMPLETION DATE	September 12, 2025	September 12, 2025
FINAL COMPLETION DATE	September 19, 2025	September 19, 2025



SITE LOCATION



ENLARGED SITE LOCATION

14.D. Resolution No. R25-85 accepting and approving offer and settlement statements for acquisition of real property located at 4015 South 9 Street from P.R. Properties, LLC and 3825 South 9 Street from Island Supply Welding Company, in the total amount of \$409,628.89 plus closing costs, in conjunction with the Federal Emergency Management Agency buyout program. CIP #21-89

DRAFT

RESOLUTION NO. R25-85

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO ACCEPT AND APPROVE THE OFFER AND SETTLEMENT STATEMENTS WITH RESPECT TO THE ACQUISITION OF REAL PROPERTY FROM P.R. PROPERTIES, LLC IN THE AMOUNT OF \$201,638.89 PLUS CLOSING COSTS FOR PROPERTY LOCATED AT 4015 SOUTH 9 STREET AND ISLAND SUPPLY WELDING COMPANY IN THE AMOUNT OF \$207,990 PLUS CLOSING COSTS FOR PROPERTY LOCATED AT 3825 SOUTH 9 STREET, IN CONJUNCTION WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY BUYOUT PROGRAM.

WHEREAS, the Federal Emergency Management Agency (FEMA) has determined that the P.R. Properties, LLC and Island Supply Welding Company properties at 4015 and 3825 South 9 Street located in Section 36, Township 17 North, Range 1 West, Platte County, Nebraska, are eligible for purchase under the Hazard Mitigation Grant Program DR-4420-NE as administered by the Nebraska Emergency Management Agency and implemented by Platte County Emergency Management; and

WHEREAS, said properties will be deeded to the City of Columbus for use as open space in perpetuity in accordance with the FEMA program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA that the offer and settlement statements with respect to acquisition of real property from P.R. Properties, LLC in the amount of \$201,638.69 plus closing costs, for property located at 4015 South 9 Street and Island Supply Welding Company in the amount of \$207,990 plus closing costs for property located at 3825 South 9 Street in conjunction with the Federal Emergency Management Agency Buyout Program, be and hereby are accepted and approved by the City of Columbus and the mayor and city clerk are hereby authorized, directed and empowered to execute the same on behalf of the City of Columbus, Nebraska, and the city treasurer is authorized and directed to pay for said property acquisitions more particularly described in the Settlement Statements hereto as Exhibit "A" and incorporated herein by this reference.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: May 26, 2025
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: FEMA Buyout of 3825 and 4015 S. 9th Street Properties

RECOMMENDATION:

I recommend approval of the authorization to obtain property acquisition and settlement statements associated with the Federal Emergency Management Agency (FEMA) Buyout Program at 3825 S. 9th Street (Island Supply Welding Company) and 4015 S. 9th Street (P.R. Properties LLC).

DISCUSSION:

The City became eligible for the FEMA Buyout program to purchase flood-prone, high-risk properties after the March 2019 flood event. The program is administered through the Nebraska Emergency Management Agency and Platte County Emergency Management. The funding split is 75 percent FEMA and 25 percent Community Development Block Grant (CDBG). Homeowners are offered pre-disaster fair-market value as determined by a certified appraiser. The program is entirely voluntary. The Nebraska Department of Transportation has purchased additional right-of-way from both of these properties.

Attached for each property are the settlement statements and attachments. The closing date for both properties are set for June 6, 2025.

The properties will be cleared and deeded to the City for use as open space, which must remain open in perpetuity.

FISCAL IMPACT:

P.R. Properties LLC in the amount of \$201,638.89 or after title charges and escrow/settlement charges the amount of \$202,602.64 and Island Supply Welding Co. in the amount of \$207,990 or after title charges and escrow/settlement charges the amount of \$208,480.25 from 2024-2025 CIP # 21-89 in the amount of \$404,000. The FEMA funding reimbursement will be through Platte County Emergency Management and CDBG through the City.

ALTERNATIVE:

None.

SIGNATURE:

By: Richard J. Bogus

Approved By: _____

Omni Title Services LLC
ALTA Universal ID: 1229123
2564 33rd Avenue
Columbus, NE 68601

File No./Escrow No.: 2401499-OTS
 Print Date & Time: May 28, 2025 1:25 pm
 Officer/Escrow Officer: Angela Miller
 Settlement Location: 2564 33rd Avenue
 Columbus, NE 68601

Property Address: 4015 S 9th Street
 Columbus, NE 68601

Buyer: City of Columbus

Seller: P.R. Properties, L.L.C.
 3211 E 23rd Street, STE 200
 Columbus, NE 68601

Lender:

Settlement Date : June 06, 2025
 Disbursement Date : June 06, 2025

Seller		Description	Buyer	
Debit	Credit		Debit	Credit
		Financial		
	201,638.89	Sale Price of Property	201,638.89	
		Title Charges and Escrow/Settlement Charges		
12.50		CPL to Omni Title Services LLC	12.50	
125.00		Escrow Closing Fee to Omni Title Services LLC	125.00	
		Overnight Fee to Omni Title Services LLC	25.00	
330.75		Owner's Title Insurance to Omni Title Services LLC Coverage: \$201,638.89 Premium: \$661.50 Version: ALTA Owner's Policy (2021)	330.75	
		Government Recording and Transfer Charges		
		Recording Fees - Deed to Platte County Register of Deeds	16.00	
		to Platte County Register of Deeds	454.50	
		Miscellaneous		
138.77		2nd 1/2 2024 RE TAXes to Platte County		

Seller		Description	Buyer	
Debit	Credit		Debit	Credit
		Miscellaneous (continued)		
		Treasurer		
194,960.64		Payoff to SBA		
Seller			Buyer	
Debit	Credit		Debit	Credit
195,567.66	201,638.89	Subtotals	202,602.64	
		Due from Buyer		202,602.64
6,071.23		Due to Seller		
201,638.89	201,638.89	Totals	202,602.64	202,602.64

INITIAL OFFER LETTER

Date: November 15, 2024

NDOT revision: January 30, 2025

Re: Platte County Parcel Acquisitions & Demolitions Project, HMGP DR-4420-NE

Dear Aaron Ross, President, PR Properties, LLC.,

Your property located at [4015 S 9th St. Columbus NE] has been determined as eligible for purchase through FEMA's Hazard Mitigation Grant Program (HMGP) under DR-4420-NE administered by the Nebraska Emergency Management Agency (NEMA) and implemented by the Platte County EMA. This program is entirely voluntary, and you may withdraw your property from consideration at any time prior to signing a purchase agreement.

Platte County has procured an appraiser to assist with determining the pre-event or current value of your commercial property. In order to ensure the most equitable process based on the guidelines set forth in the FEMA Hazard Mitigation Assistance Guidance (2015), Platte County has adopted the following assumptions to determine the market value which have been applied to all properties participating in the Platte County Acquisition and Demolition project:

- ✓ Market value is defined as “the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the valuation, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at time of valuation” (Addendum to the Hazard Mitigation Assistance Guidance, FEMA, 2015, p. 22).
- ✓ The appraisal will be conducted by an appraiser in accordance with the *Uniform Standards of Professional Appraisal Practice*.
- ✓ The appraiser procured by [Platte County] will comply with relevant Nebraska laws and requirements and have the appropriate certification, qualifications, and competencies based on the type of property being appraised.
- ✓ Pre-event or Current market value will be offered to all eligible participants in the [Platte County] property acquisition project.
- ✓ To be eligible for pre-event market value, the property owner(s) of record must be citizens or legal residents of the United States and must have owned the property during the storm event (generally, March 2019).
- ✓ The effective valuation date for pre-event market value is [March 14, 2019].

Enclosed with this letter are four documents: 1) Statement of Voluntary Participation; 2) Statement of Determination of Compensation; 3) Duplication of Benefits Calculation Form; and 4) Notice of Appeal.

1. Statement of Voluntary Participation is the Owner's Agreement to Sell, [City of Columbus's Offer to Buy](#), along with the Nebraska Department of Transportation's purchase of additional Right of Way along Highway 30 for this parcel. If you agree with the purchase offer listed and still want to participate in the buyout, **you must sign and return this form to the sub-applicant address listed below.**
2. The Determination of Compensation provides a breakdown of the Initial Offer presented to you by Platte County and the [City of Columbus](#).
3. The Duplication of Benefits Calculation Form provides a breakdown of proceeds you have received for the property and credits applied back (repair receipts you have provided). **Please review, sign, and return this form to the address listed below.**
4. Lastly, please complete a Notice of Appeal if you wish to appeal or contest either the appraised value of your property or the Duplication of Benefits deduction. A signed form must be returned to the address listed below within [30] days [**upon receipt or from the date of this letter**].

Please [mail, drop off] signed forms [to/at] the following address:

[Tim Hofbauer-Director](#)
[Platte County EMA](#)
[2610 14th St. Columbus NE 68601](#)

If you have any questions regarding the information contained in these documents, please contact:

[Tara Vasicek -City Administrator](#)
[City of Columbus](#)
[2424 14th St. Columbus NE 68602](#)
tara.vasicek@columbusne.us

Or:

[Mary Baker](#)
[JEO Consulting Group](#)
[2000 Q St, Suite 500](#)
[Lincoln, NE 68503](#)
mbaker@jeo.com

Or:

[Tim Hofbauer-Director](#)
[Platte County EMA](#)
[2610 14th St. Columbus NE 68601](#)
thofbauer@plattecounty.ne.gov

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
**STATEMENT OF VOLUNTARY PARTICIPATION FOR ACQUISITION OF
PROPERTY FOR PURPOSE OF OPEN SPACE**

OMB Control Number: 1660-0103
Expiration: 6/30/2024

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1 hour per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, and submitting the form. This collection of information is voluntary. You are not required to submit to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20472-3100, and Paperwork Reduction Project (1660-0103). **NOTE: Do not send your completed form to this address.**

PRIVACY ACT STATEMENT

Authority: Sections 203 and 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. § 5133 and 42 U.S.C. § 5170c; § 1366 of the National Flood Insurance Act, (NFIA) as amended, 42 § U.S.C. 4104c; § 1323 of the NFIA, 42 U.S.C. § 4030; and § 1361A of the NFIA, 42 U.S.C. § 4102a.

Purpose: The information is being collected for the purpose of formalizing the purchase offer valuation of a property subject to mitigation and to ensure that recipients of Hazard Mitigation Assistance funds for the acquisition and demolition of these properties understand that their participation is strictly voluntary.


Routine Uses: The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-009 - Hazard Mitigation Disaster Public Assistance and Disaster Loan Programs System of Records System of Records Notice (79 Fed. Reg. 16,015, March 24, 2014), and upon written request, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent FEMA from being able to provide Hazard Mitigation Assistance for the acquisition and demolition of the structure for the purposes of mitigation. The signed voluntary participation statement will be forwarded to the State/applicant and the paper form will be contained in the grant application.

THIS AGREEMENT is made entered into this on (date) 11/15/2024 , by and between (name of Subrecipient) Platte County
, hereinafter referred to as "Subrecipient," and (property owner) Aaron Ross Sr. PR Properties LLC

, hereinafter referred to as "Seller." The parties agree as follows:

1. Seller affirms that I/we own the property located at (legal address) 4015 S 9th St Columbus, NE (Parcels 710024752/710024766)
, hereinafter referred to as "property."
2. Subrecipient has notified Seller that the Subrecipient may wish to purchase the referenced property, and, if Seller agrees to sell, Seller must permanently relocate from property.
3. Subrecipient has identified that the purchase price offer valuation of the property as of (date) 05/04/2022 is 369,684.00 , as determined by appropriate valuation procedures implemented by Subrecipient and based on FEMA acquisition requirements provided in 44CFR Part 80, and relevant program guidance below (e.g., *Pre-Disaster Mitigation, Hazard Mitigation Grant Program, Flood Mitigation Assistance*).
4. Subrecipient has notified the Seller that **neither the State nor the Local Government will use its eminent domain authority to acquire the property for open-space purposes if the Seller chooses not to participate, or if negotiations fail.**
5. Subrecipient has notified Seller that if the Seller agrees to sell the property to the Subrecipient the transaction is voluntary and the Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which are available to property owners who must sell their properties involuntarily.
6. Subrecipient affirms that it has provided the notifications and explained the information described in the preceding paragraphs to the Seller, and property identified above is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.
7. This Agreement shall expire on (date of closing) 12/31/2024 , unless Seller has voluntarily sold property to the Subrecipient by that date.


Property Owner Signature

11/15/24
Date

Property Owner Signature

Subrecipient's Authorized Agent Signature

Date
1-30-25
Date

STATEMENT OF DETERMINATION OF COMPENSATION

Address for property being acquired: 4015 S 9th St Columbus, NE

Lat./Long. coordinates: 41.409093 -97.375844

Tax Map/Lot/Parcel No: 710024766 & 710024752

Legal Description: 36 17 1W TR IN NW NE & 36 17 1W TR 393' x 150' IN NW NE

Name of Owner of Record: PR Properties LLC., Aaron Ross

Name of Co-Owner of Record: _____

PSI # 4

Type of Residence: Single Family Multi-Family Other: Commercial

Structure size (sq. ft.): 11,120 sq ft

Lot size (please indicate sq. ft. or acres): approx. 3.16 acres total

Other Improvements: Detached garage Shed Other: water rights- as applicable

Initial Offer Calculation

1) Market Value plus additions	Project Totals	FEMA \$ SBA	FEMA \$ to parcel owner
Appraised Value (3.16 acres)	\$396,000.00		
City of Columbus (<2.95 acres) *	\$387,300.00	\$387,300.00	\$ 0.00
NDOT (.21 acres Tract 3) * Non-grant funded.	\$ 8,700.00		
NFIP Premiums credit	\$ 6,210.00	\$ 0.00	\$ 6,210.00
Supplemental payment for comparable housing (N/A)	\$0.00		
Subtotal for value (FEMA grant funded)	\$393,510.00	\$ 387,300.00	\$ 6,210.00
2) Deductions			
Local Cost Share (as applicable)	(\$0.00)		
Duplication of Benefits (FEMA OSS)	(\$200,000.00)	(\$200,000.00)	\$ 0.00
NFIP Eligible Receipt credits (OSS)	\$ 8,128.89	\$ 8,128.89	\$ 0.00
Other deductions (as applicable)	(\$0.00)		
Title Curative Items (as applicable) #	(\$ 255.00)	\$ 0.00	(\$ 255.00)
Initial Offer Total (FEMA funding) *note 1	\$201,383.89	\$ 195,428.89	\$ 5,955.00
NDOT Right of Way funding *	\$ 8,700.00	To SBA	To owner
	<i>NDOT to owner</i>		

**Measurements are approximate, final values will be computed with NDOT Right-of-way personnel (both value/\$ and acres) computed at \$40,000 per Unimproved acre in the pre-market appraisal.*

title company will do final tax computations & payouts as needed

Note 1: Except for NFIP credited items, all FEMA proceeds will go directly to SBA

for the full release of these parcels during this purchase agreement.

The estimated offer total is based on the appraised pre-event current market property value. If applicable, deductions may amend the total offer value dependent on any fees required to be paid to clear the title to your property, funds attributed to a Duplication of Benefits, and/or the passed through Local Cost share. You may have another appraisal completed on your property at your own expense; the appraiser must:

1. Be acceptable to the [Platte County & City of Columbus]
2. Use the same assumptions that have been outlined within the offer letter and executed contract between the procured appraisal firm and Platte County.
3. Adhere to the *Uniform Standards of Professional Appraisal Practice*; and
4. Complete the appraisal within [30 days] from the date you notify the Platte County & the City of Columbus of the appraised value appeal notice. Please refer to **Form D: Notice of Appeal** (enclosed with your offer letter) for further instructions.

Additionally, a Platte County & City of Columbus representative will conduct an inspection of your property 24 hours prior to the closing to verify that all structures and fixtures included in the appraisal remain on the property. If you wish to remove any structure or fixture that is on your property that is included in the appraisal, those items will be deducted from the purchase price of the property. All water rights will be retained by the City of Columbus as purchasing entity.

This parcel is also along the Hwy 30 corridor and as a part of the execution of this purchase agreement the parcel has been sub-divided to ensure that the Nebraska Department of Transportation, NDOT, has ample Right of Way, ROW for future highway expansion. As such the NDOT will purchase their additional portion along the south side of the parcel for future ROW construction needs. This portion of the parcel will have a separate deed from the remainder of the parcel and will not fall under the FEMA deed restriction requirements. The NDOT purchase will be completed prior to the grant program purchase of the remainder of the two parcels.

SBA contingency: All proceeds from the FEMA portion of this acquisition will be paid directly to SBA as contingent on the full release of these two parcels from the SBA lien, per the attached documentation. (Official letter/email from SBA assigned representative.)

NOTICE OF APPEAL

Instructions: You can Contest or Appeal the amount specified in the Statement of Determination of Compensation. If you believe that the amount specified in the Determination of Compensation does not adequately reflect the Fair Market Value of your property, or that your Duplication of Benefits deduction is inaccurate, and you still would like to continue negotiations, then you may appeal the determination by 1) Signing this letter in the space below and returning it to your local representative. This must be done within «30» days of the original offer package. Further action is required depending on the type of appeal you are making, which is detailed below.

- If you are appealing for property's appraised value, it is your responsibility to retain a qualified appraiser at your own expense. The appraiser must be acceptable to the «**Platte County & City of Columbus**», must use the same instructions for the basis of the appraisal, and must perform the second appraisal within a short period from the time you notify the «**Platte County & City of Columbus**» of your intent. Once the appraisal is completed, you must provide this appraisal to the «**Platte County & City of Columbus**» buyout representative. Upon receipt of the appraisal you obtain, the representative will review and either reject it or accept it and use it to modify the estimate of Fair Market Value. If it is used to modify the value, and if the modified amount is acceptable to FEMA and the State, the Agent will revise the Statement of Determination of Compensation.
- If you are appealing your Duplication of Benefits deduction, it is your responsibility to submit documentation (receipts or other evidence) that the funds were used for the intended purposes. If acceptable, then the Determination of DOB and the Voluntary Transaction Agreement will be revised.

(Check one or more of the following boxes)

I am appealing my property's Appraised Fair Market Value, as specified in the Determination of Compensation

I am appealing my duplication of benefits determination, as specified in the Determination of Compensation

Name (Sign)

Name (Print)

Property Address

Date

Omni Title Services LLC
ALTA Universal ID: 1229123
2564 33rd Avenue
Columbus, NE 68601

File No./Escrow No.: 2401500-OTS
 Print Date & Time: May 28, 2025 1:26 pm
 Officer/Escrow Officer: Angela Miller
 Settlement Location: 2564 33rd Avenue
 Columbus, NE 68601
 Property Address: 3825 S 9th Street
 Columbus, NE 68601
 Borrower: City of Columbus
 Seller: Island Supply Welding Co
 PO Box 580
 Grand Island, NE 68802
 Lender:
 Settlement Date : June 06, 2025
 Disbursement Date : June 06, 2025

Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		Financial		
	207,990.00	Sale Price of Property	207,990.00	
		Title Charges and Escrow/Settlement Charges		
12.50		CPL to Omni Title Services LLC	12.50	
125.00		Escrow Closing Fee to Omni Title Services LLC	125.00	
336.75		Owner's Title Insurance to Omni Title Services LLC Coverage: \$207,990.00 Premium: \$673.50 Version: ALTA Owner's Policy (2021)	336.75	
		Government Recording and Transfer Charges		
		Recording Fees - Deed to Platte County Register of Deeds	16.00	

Seller			Borrower	
Debit	Credit		Debit	Credit
474.25	207,990.00	Subtotals	208,480.25	
		Due from Borrower		208,480.25
207,515.75		Due to Seller		
207,990.00	207,990.00	Totals	208,480.25	208,480.25

INITIAL OFFER LETTER

Date: June 30, 2024

Revised Jan 30, 2025 for NDOT compensation

Re: Platte County Parcel Acquisitions & Demolitions Project, HMGP DR-4420-NE

Dear Brian Weber, President, Island Supply Welding Company, Inc.,

Your property located at [3825 S 9th St. Columbus NE] has been determined as eligible for purchase through FEMA's Hazard Mitigation Grant Program (HMGP) under DR-4420-NE administered by the Nebraska Emergency Management Agency (NEMA) and implemented by the Platte County EMA. This program is entirely voluntary, and you may withdraw your property from consideration at any time prior to signing a purchase agreement.

Platte County has procured an appraiser to assist with determining the pre-event or current value of your commercial property. In order to ensure the most equitable process based on the guidelines set forth in the FEMA Hazard Mitigation Assistance Guidance (2015), Platte County has adopted the following assumptions to determine the market value which have been applied to all properties participating in the Platte County Acquisition and Demolition project:

- ✓ Market value is defined as “the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the valuation, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at time of valuation” (Addendum to the Hazard Mitigation Assistance Guidance, FEMA, 2015, p. 22).
- ✓ The appraisal will be conducted by an appraiser in accordance with the *Uniform Standards of Professional Appraisal Practice*.
- ✓ The appraiser procured by [Platte County] will comply with relevant Nebraska laws and requirements and have the appropriate certification, qualifications, and competencies based on the type of property being appraised.
- ✓ Pre-event or Current market value will be offered to all eligible participants in the [Platte County] property acquisition project.
- ✓ To be eligible for pre-event market value, the property owner(s) of record must be citizens or legal residents of the United States and must have owned the property during the storm event (generally, March 2019).
- ✓ The effective valuation date for pre-event market value is [March 14, 2019].

Enclosed with this letter are four documents: 1) Statement of Voluntary Participation; 2) Statement of Determination of Compensation; 3) Duplication of Benefits Calculation Form; and 4) Notice of Appeal.

1. Statement of Voluntary Participation is the Owner's Agreement to Sell, City of Columbus's Offer to Buy, along with the Nebraska Department of Transportation's purchase of additional Right of Way along Highway 30 for this parcel. If you agree with

the purchase offer listed and still want to participate in the buyout, **you must sign and return this form to the sub-applicant address listed below.**

2. The Determination of Compensation provides a breakdown of the Initial Offer presented to you by Platte County and the City of Columbus.
3. The Duplication of Benefits Calculation Form provides a breakdown of proceeds you have received for the property and credits applied back (repair receipts you have provided). **Please review, sign, and return this form to the address listed below.**
4. Lastly, please complete a Notice of Appeal if you wish to appeal or contest either the appraised value of your property or the Duplication of Benefits deduction. A signed form must be returned to the address listed below within [30] days [upon receipt or from the date of this letter].

Please [mail, drop off] signed forms [to/at] the following address:

Tim Hofbauer-Director
Platte County EMA
2610 14th St. Columbus NE 68601

If you have any questions regarding the information contained in these documents, please contact:

Tara Vasicek -City Administrator
City of Columbus
2424 14th St. Columbus NE 68602
tara.vasicek@columbusne.us

Or:

Mary Baker
JEO Consulting Group
2000 Q St, Suite 500
Lincoln, NE 68503
mbaker@jeo.com

Or:

Tim Hofbauer-Director
Platte County EMA
2610 14th St. Columbus NE 68601
thofbauer@plattecounty.ne.gov

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
**STATEMENT OF VOLUNTARY PARTICIPATION FOR ACQUISITION OF
PROPERTY FOR PURPOSE OF OPEN SPACE**

OMB Control Number: 1660-0103
Expiration: 6/30/2024

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1 hour per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, and submitting the form. This collection of information is voluntary. You are not required to submit to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20472-3100, and Paperwork Reduction Project (1660-0103). **NOTE: Do not send your completed form to this address.**

PRIVACY ACT STATEMENT

Authority: Sections 203 and 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. § 5133 and 42 U.S.C. § 5170c; § 1366 of the National Flood Insurance Act, (NFIA) as amended, 42 U.S.C. 4104c; § 1323 of the NFIA, 42 U.S.C. § 4030; and § 1361A of the NFIA, 42 U.S.C. § 4102a.
Purpose: The information is being collected for the purpose of formalizing the purchase offer valuation of a property subject to mitigation and to ensure that recipients of Hazard Mitigation Assistance funds for the acquisition and demolition of these properties understand that their participation is strictly voluntary.
Routine Uses: The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-009 - Hazard Mitigation Disaster Public Assistance and Disaster Loan Programs System of Records System of Records Notice (79 Fed. Reg. 16,015, March 24, 2014), and upon written request, by agreement, or as required by law.
Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent FEMA from being able to provide Hazard Mitigation Assistance for the acquisition and demolition of the structure for the purposes of mitigation. The signed voluntary participation statement will be forwarded to the State/applicant and the paper form will be contained in the grant application.

THIS AGREEMENT is made an entered into this on (date) 06/30/2024 , by and between (name of Subrecipient) City of Columbus
, hereinafter referred to as "Subrecipient," and (property owner) Island Supply Welding Company Inc.

, hereinafter referred to as "Seller." The parties agree as follows:

1. Seller affirms that I/we own the property located at (legal address) 3825 S 9th St Columbus, NE (Parcel 710024773)
, hereinafter referred to as "property."
2. Subrecipient has notified Seller that the Subrecipient may wish to purchase the referenced property, and, if Seller agrees to sell, Seller must permanently relocate from property.
3. Subrecipient has identified that the purchase price offer valuation of the property as of (date) 03/14/2019 is 212,000.00 , as determined by appropriate valuation procedures implemented by Subrecipient and based on FEMA acquisition requirements provided in 44CFR Part 80, and relevant program guidance below (e.g., *Pre-Disaster Mitigation, Hazard Mitigation Grant Program, Flood Mitigation Assistance*).
4. Subrecipient has notified the Seller that **neither the State nor the Local Government will use its eminent domain authority to acquire the property for open-space purposes if the Seller chooses not to participate, or if negotiations fail.**
5. Subrecipient has notified Seller that if the Seller agrees to sell the property to the Subrecipient the transaction is voluntary and the Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which are available to property owners who must sell their properties involuntarily.
6. Subrecipient affirms that it has provided the notifications and explained the information described in the preceding paragraphs to the Seller, and property identified above is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.
7. This Agreement shall expire on (date of closing) 08/30/2024 , unless Seller has voluntarily sold property to the Subrecipient by that date.

Island Supply Welding Co, Inc by B D Weber - President

(Property Owner Signature
Brian D Weber)

7-19-24
Date

Property Owner Signature

Date

[Signature]
Subrecipient's Authorized Agent Signature

103024
Date

STATEMENT OF DETERMINATION OF COMPENSATION

Address for property being acquired: 3825 S 9th St Columbus, NE

Lat./Long. coordinates: 41.409398 -97.374964

Tax Map/Lot/Parcel No: 710024773

Legal Description: 36 17 1W TR IN NE

Name of Owner of Record: Island Supply Welding Company, Inc.

Name of Co-Owner of Record: _____

PSI # 1

Type of Residence: Single Family Multi-Family Other: Commercial

Structure size (sq. ft.): 400 sq ft

Lot size (please indicate sq. ft. or acres): approx. 1.38 acres total

Other Improvements: Detached garage Shed Other: water rights- as applicable

Initial Offer Calculation

1) Market Value plus additions	
Appraised Value (1.38 acres)	\$212,000.00
City of Columbus (<1.29 acres) *	\$207,990.00
NDOT (.09 acres Tract 4)* Non-grant funded.	\$ 4,010.00
NFIP Premiums credit	\$0.00
Supplemental payment for comparable housing (N/A)	\$0.00
Subtotal for value (FEMA grant funded)	\$207,990.00
2) Deductions	
Local Cost Share (as applicable)	(\$0.00)
Duplication of Benefits (as applicable)	(\$0.00)
Other deductions (as applicable)	(\$0.00)
Title Curative Items (as applicable) #	(\$155.00)
Initial Offer Total (FEMA funding) *	\$207,835.00
NDOT Right of Way funding *	\$ 4,010.00

**Measurements are approximate, final values will be computed with NDOT Right-of-way personnel (both value/\$ and acres) computed at \$40,000 per unimproved acre in the pre-market appraisal.*

title company will do final tax computations & pay outs

The estimated offer total is based on the appraised pre-event current market property value. If applicable, deductions may amend the total offer value dependent on any fees required to be paid to clear the title to your property, funds attributed to a Duplication of Benefits, and/or the passed through Local Cost share. You may have another appraisal completed on your property at your own expense; the appraiser must:

1. Be acceptable to the [Platte County & City of Columbus]
2. Use the same assumptions that have been outlined within the offer letter and executed contract between the procured appraisal firm and Platte County.
3. Adhere to the *Uniform Standards of Professional Appraisal Practice*; and
4. Complete the appraisal within [30 days] from the date you notify the Platte County & the City of Columbus of the appraised value appeal notice. Please refer to **Form D: Notice of Appeal** (enclosed with your offer letter) for further instructions.

Additionally, a Platte County & City of Columbus representative will conduct an inspection of your property 24 hours prior to the closing to verify that all structures and fixtures included in the appraisal remain on the property. If you wish to remove any structure or fixture that is on your property that is included in the appraisal, those items will be deducted from the purchase price of the property.

This parcel is also along the Hwy 30 corridor and as a part of the execution of this purchase agreement the parcel has been sub-divided to ensure that the Nebraska Department of Transportation, NDOT, has ample Right of Way, ROW for future highway expansion. As such the NDOT will purchase their additional portion along the south side of the parcel for future ROW construction needs. This portion of the parcel will have a separate deed from the remainder of the parcel and will not fall under the FEMA deed restriction requirements.

NOTICE OF APPEAL

Instructions: You can Contest or Appeal the amount specified in the Statement of Determination of Compensation. If you believe that the amount specified in the Determination of Compensation does not adequately reflect the Fair Market Value of your property, or that your Duplication of Benefits deduction is inaccurate, and you still would like to continue negotiations, then you may appeal the determination by 1) Signing this letter in the space below and returning it to your local representative. This must be done within «30» days of the original offer package. Further action is required depending on the type of appeal you are making, which is detailed below.

- If you are appealing for property's appraised value, it is your responsibility to retain a qualified appraiser at your own expense. The appraiser must be acceptable to the «**Platte County & City of Columbus**», must use the same instructions for the basis of the appraisal, and must perform the second appraisal within a short period from the time you notify the «**Platte County & City of Columbus**» of your intent. Once the appraisal is completed, you must provide this appraisal to the «**Platte County & City of Columbus**» buyout representative. Upon receipt of the appraisal you obtain, the representative will review and either reject it or accept it and use it to modify the estimate of Fair Market Value. If it is used to modify the value, and if the modified amount is acceptable to FEMA and the State, the Agent will revise the Statement of Determination of Compensation.
- If you are appealing your Duplication of Benefits deduction, it is your responsibility to submit documentation (receipts or other evidence) that the funds were used for the intended purposes. If acceptable, then the Determination of DOB and the Voluntary Transaction Agreement will be revised.

(Check one or more of the following boxes)

I am appealing my property's Appraised Fair Market Value, as specified in the Determination of Compensation

I am appealing my duplication of benefits determination, as specified in the Determination of Compensation

Name (Sign)

Name (Print)

Property Address

Date

CITY OF COLUMBUS PURCHASE PROPERTIES 4015 & 3825 S. 9TH ST.



15. **ORDINANCES ON FIRST READING: None**

16. **ORDINANCES ON SECOND READING**

16.A. Ordinance No. 25-08 amend city code sections 133.03 through 133.05 regarding firework discharge dates and times, sales dates, and to update the required signage at all sales locations to coincide with changes.



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: May 14th, 2025
TO: Committee of the Whole
FROM: Tara Vasicek, City Administrator
RE: Request to change fireworks discharge allowable days

DISCUSSION:

Deb Potter and Council Members Jablonski and Bahr made a request to change the city code related to the allowed days for firework discharge within the city.

Current Dates:

Discharge:

June/July

June 25th – July 3rd, 8:00 AM – 11:00 PM

July 4th, 8:00 AM – Midnight

December

December 29th – 30th, 8:00 AM – 10:00 PM

December 31st 8:00 AM – January 1st 1:00 AM

Sales:

June 25th – July 4th, 8:00 AM – 10:00 PM

December 29th – 31st, 8:00 AM – 10:00 PM

Requested Dates:

June 28th – July 2nd, 8:00 AM – 10:00 PM

July 3rd & 4th, 8:00 AM – Midnight

June 28th – July 4th, 8:00 AM – 10:00 PM

No December Discharge.

The attached ordinance reflects the requested changes and changes to the dates sales would be allowed.

ALTERNATIVE:

Many alternatives including different days or keeping the ordinance the same.



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: May 27, 2025
TO: Mayor & City Council
FROM: Shuraya Choat, City Clerk
RE: UPDATE - Request to change fireworks discharge allowable days

DISCUSSION: At the Committee of the Whole meeting on May 19, 2025, a recommendation was made to amend city code regarding firework discharge dates, discharge times, and sales dates, with an effective ordinance date of August 1st, 2025. The updated dates and times are as follows:

Dates & Times:

Discharge:

June 28th – July 2nd, 8:00 a.m. – 11:00 p.m.

July 3rd – July 4th, 8:00 a.m. – Midnight

No December discharge.

Sales:

June 28th – July 4th, 8:00 a.m. – 10:00 p.m.

No December sales.

The attached ordinance and redlined copy have been updated to reflect the recommended motion.

SIGNATURE:

By: Shuraya Choat

Approved By: _____

§ 133.03 SALE AND USE OF FIREWORKS.

(A) (1) It shall be unlawful for any persons to possess, sell, offer for sale or discharge any pyrotechnics, commonly known as consumer fireworks, of any description whatsoever within the corporate limits of the city, except those fireworks which comply with the State Fire Marshall's rules and regulations, as adopted at the time of the effective date hereof, and which may be amended from time to time.

(2) Such consumer fireworks shall be sold only by a person who holds a permit from the city to do so in accordance with the provisions of § [133.04](#) of this code, and the consumer fireworks shall be sold only from June ~~28~~ 25 through July 4 between the hours of 8:00 a.m. and 10:00 p.m. ~~Consumer fireworks may also be sold from December 29 through December 31 from 8:00 a.m. until 10:00 p.m.~~ This subchapter does not apply to novelty items such as toy cap and toy cap pistols which may be sold, possessed or discharged at any time. This subchapter shall apply to pyrotechnic exhibitions and display when duly authorized and permitted by the State Fire Marshal pursuant to the laws of the state. All applicants for such displays within the corporate limits of the city shall make application to the City Clerk 45 days prior to discharging. This subchapter shall not apply to the sale, storage or use of railroad track torpedoes or their signaling devices used by railroads, nor to the sale, storage or use of flashlight composition by photographers or dealers of photographic supplies.

(B) Any person who shall sell or offer for sale consumer fireworks in the city, or any person employed by another to sell or offer for sale such fireworks, must be at least 18 years of age, except those persons who are 14 through 18 inclusive may, when working in the direct presence and supervision of an adult 21 years or older, sell or offer for sale the fireworks. During the hours of sale, the attendants shall restrict smoking to 50 feet or further from the structure and shall restrict the discharge of fireworks at least 300 feet or further from the structure. No matches shall be sold or given away from said structure.

(Prior Code, § 130.052) (Ord. 99-15, passed 4-19-1999; Ord. 02-59, passed 11-4-2002; Ord. 06-09, passed 2-21-2006; Ord. 11-08, passed 3-21-2011) Penalty, see § [133.99](#)

§ 133.04 PERMIT REQUIRED FOR SALE OF FIREWORKS.

(A) Any person desiring to sell any consumer fireworks as set forth in § 133.03 shall make application on a form prepared by the Fire Chief or designee. The application for a permit to sell consumer fireworks shall be filed with the City Clerk. The application shall provide the following information.

- (1) The name and address of the applicant;
- (2) Location of the premises for which the permit is sought;
- ~~(3) The legal description of the premises;~~
- ~~(4)~~(3) Description of temporary structure to be used (type and size)
- ~~(5)~~(4) A site plan showing the location of the structure on the premises, and the listing of minimum separation distances from other structures, roadways, and property lines.
- ~~(6)~~(5) Where inventory will be stored;
- ~~(7)~~(6) When inventory will arrive;
- ~~(8)~~(7) Where inventory will be stored during the off season;

- ~~(9)~~(8) Certificate of insurance in the amount to be set by resolution and naming the City of Columbus as an additional insured; and
- ~~(10)~~(9) Copy of your State Fire Marshal license for retail sales of fireworks.

(B) Application period. The applicant for a permit shall pay a fee as set by resolution to the City Clerk at the time of submitting the application for each of the premises from which the fireworks are to be sold and shall otherwise comply with all regulations and conditions as set forth herein providing this application is received in the Clerk's office by 5:00 p.m. on June 10 of the year for which the application is being made. From June 11 through June 18, there will be a late fee charge as set by resolution, plus the original fee; from June 19 through June ~~25~~28, a late fee as set by resolution, plus the original fee and the first late fee. ~~Applications for New Year's Eve firework sales must be received by the City Clerk's office by 5:00 p.m. on December 19 of the year for which the application is being made. If any of the above dates falls~~ on a weekend, the deadline would be the following Monday by 5:00 p.m.

(C) In accord with the provisions of Neb. RS 28-1249, a permit to sell consumer fireworks will be valid ~~for a period between from~~ June ~~25~~28 ~~through~~ July 4 ~~and between December 29 — December 31,~~ of the year in which a permit is issued. Upon payment of the permit fees, as set by resolution, and approval of the premises by the Fire Chief, the permit shall be issued by the City to the applicant. All application fees are non-refundable.

(D) The following regulations apply to the premises from which said fireworks shall be sold:

- (1) All structures used for the commercial sales of fireworks shall comply with all applicable rules and regulations set forth by National Fire Protection Association (NFPA) 1124, 2006 edition.
- (2) Only temporary structures may be used for the retail sales of fireworks, including structures such as stands, trailers, and tents. No permanent building shall be used for the sale of fireworks to the general public.
- (3) The structure shall be in place and ready for inspection prior to commencing firework sales. Arrangements for inspection shall be made with the Columbus Fire Department;
- (4) Temporary stands and trailers shall not exceed 424 square feet;
- (5) Tents shall not exceed 2,400 square feet;
- (6) Premises from which fireworks are to be sold must be in commercially zoned areas and conform with all city zoning regulations;
- (7) Temporary stands and trailers must be equipped with (1) two and one-half gallon pressurized water fire extinguisher and (1) ten-pound Class A fire extinguisher. Tents must be equipped with (1) ten-pound Class A fire extinguisher and (1) two and one-half gallon pressurized water fire extinguisher for every 600 square feet of retail space;
- (8) In addition to all other requirements and regulations of the City, all fireworks stands or places of sale of fireworks, shall be located and set back at least 25 feet from the nearest curb line of any public right-of-way, or in the alternative, the selling windows of the fireworks stand must face away from the curb lines or any public right-of-way, which

are within 25 feet of said selling window; stands shall not be located within the public right-of-way;

(9) The following commercially made signs, with at least four inches high by one-half inch wide block lettering of permanent design of black against white background shall be installed on all four sides of the structure from which fireworks are to be sold. Said signs shall state:

(a) FIREWORKS-NO SMOKING WITHIN 50 FEET;

(b) NO FIREWORKS DISCHARGED WITHIN 300 FEET;

(c) NO PARKING WITHIN 12 FEET;

(d) FIREWORK DISCHARGE IS ONLY PERMITTED IN THE CITY FROM: JUNE ~~25~~ 28 – JULY ~~3~~ 2 8:00 A.M. – 11:00 P.M. AND JULY 3 and July 4 8:00 A.M. – 12:00 A.M. MIDNIGHT; ~~DECEMBER 29 – DECEMBER 30 8:00 A.M. – 10:00 P.M. AND DECEMBER 31 8:00 A.M. – JANUARY 1 1:00 A.M.;~~

(e) LA DESCARGA DE FUEGOS ARTIFICIALES SON SOLAMENTE PERMITIDOS EN LA CIUDAD: DEL ~~25~~ 28 DE JUNIO AL ~~2~~ 3 DE JULIO, DE 8:00 A.M. A 11:00 P.M. Y EL 3 DE JULIO Y 4 DE JULIO DE 8:00 A.M. A 12:00 A.M. (MEDIANOCHE); ~~DEL 29 AL 30 DE DICIEMBRE DE 8:00 A.M. A 10:00 P.M. Y DEL 31 DE DICIEMBRE DE 8:00 A.M. AL PRIMERO DE ENERO A LA 1:00 A.M.~~

(10) The address of the stand, name of licensee, name of manager and the telephone number of the licensee/manager shall be displayed on a sign with lettering no less than two and one-half inches high by one-half inch wide block lettering of permanent design of black against white background (no paper signs will be accepted). The sign shall be firmly attached to the structure so that the sign may be visible from the fronting street or avenue;

(E) (1) Consumer fireworks to be sold from tents may be stored on site during the time period for which a permit is valid. The permit holder shall maintain sufficient security personnel on the site of the sales facility at all times when fireworks are stored on the site while the sales facility is closed. Any violation of this section will result in the immediate revocation of the permit to sell fireworks. Violations include:

(a) Failure to have security personnel on site;

(b) Security personnel on site observed to be smoking or with alcohol or other dereliction of duty to secure the site.

(2) Observation of these violations can be made and reported by any sworn police officer or sworn firefighter of the City of Columbus.

(F) (1) Penalties for non-compliance with any part of the code section, are as follows:

(a) Warning for first offense;

(b) Eight hours closed (8:00 a.m. - 4:00 p.m.) with no sales for second offense;

(c) Permit will be revoked for the remainder of the current selling season and there will be no exceptions for third offense.

(2) If the violation occurs the last day of sales then it will be carried over to the next season that the applicant receives a permit for.

(3) Should the applicant have his/her/its permit revoked for a second time at any point during the ~~(5)~~ five years, said applicant will be banned from receiving a future

permit for itself, or any entity of which it is an owner or member of, for a period of (5) five years.

(Prior Code, § 130.053) (Ord. 99-15, passed 4-19-1999; Ord. 02-59, passed 11-4-2002; Ord. 06-09, passed 2-21-2006; Ord. 11-08, passed 3-21-2011; Ord. 17-04, passed 3-6-2017; Ord. 18-28, passed 9-4-2018; Ord. 25-06, passed 5-7-2025) Penalty, see § [133.99](#)

§ 133.05 DISCHARGING FIREWORKS.

(A) Consumer fireworks may be discharged from June ~~25~~28 through July ~~3~~3 between the hours of 8:00 a.m. and 11:00 p.m. and ~~July 3 through on~~ July 4 between the hours of 8:00 a.m. and 12:00 a.m. (midnight), ~~and for the period of December 29 through December 30 from 8:00 a.m. to 10:00 p.m. and on December 31 from 8:00 a.m. to 1:00 a.m. on January 1.~~

(B) It shall be unlawful to discharge fireworks from 12:00 a.m. (midnight) on July 4 to 8:00 a.m. on ~~June 28~~December 29 of that ~~following~~ year, ~~and from 1:00 a.m. on January 1 of the following year to 8:00 a.m. on June 25 of that year.~~

(Prior Code, § 130.054) (Ord. 99-15, passed 4-19-1999; Ord. 02-59, passed 11-4-2002; Ord. 06-09, passed 2-21-2006; Ord. 11-08, passed 3-21-2011; Ord. 18-28, passed 9-4-2018) Penalty, see § [133.99](#)

DRAFT
ORDINANCE NO. 25-08

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA AMENDING SECTION 133.03, SECTION 133.04, AND SECTION 133.05 OF CHAPTER 133 OF TITLE XIII OF ORDINANCE NO. 24-01 (COLUMBUS CITY CODE) AMENDING FIREWORKS DISCHARGE DATES, DISCHARGE TIMES, SALE DATES AND TO UPDATE THE REQUIRED SIGNAGE AT ALL SALES LOCATIONS; 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 Committee of Whole has recommended that the Columbus City Code be amended to change the allowable fireworks discharge days to encompass June 28th through July 4th, change the times when fireworks may be discharged, and to remove the current allowable discharge dates of December 29th through December 31st; and

WHEREAS, the Committee of the Whole has also recommended the dates that fireworks may be sold and the required signage at all sales locations be changed to coincide with the amended discharge days and times.

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

Section 1. That Section 133.03 of Chapter 133 of Title XIII of the Columbus City Code be amended and revised to read as follows:

§ 133.03 SALE AND USE OF FIREWORKS.

(A)

(1) It shall be unlawful for any persons to possess, sell, offer for sale or discharge any pyrotechnics, commonly known as consumer fireworks, of any description whatsoever within the corporate limits of the city, except those fireworks which comply with the State Fire Marshall's rules and regulations, as adopted at the time of the effective date hereof, and which may be amended from time to time.

(2) Such consumer fireworks shall be sold only by a person who holds a permit from the city to do so in accordance with the provisions of § 133.04 of this code, and the consumer fireworks shall be sold only from June 28 through July 4 between the hours of 8:00 a.m. and 10:00 p.m. This subchapter does not apply to novelty items such as toy cap and toy cap pistols which may be sold, possessed or

discharged at any time. This subchapter shall apply to pyrotechnic exhibitions and display when duly authorized and permitted by the State Fire Marshal pursuant to the laws of the state. All applicants for such displays within the corporate limits of the city shall make application to the City Clerk 45 days prior to discharging. This subchapter shall not apply to the sale, storage or use of railroad track torpedoes or their signaling devices used by railroads, nor to the sale, storage or use of flashlight composition by photographers or dealers of photographic supplies

- (B) Any person who shall sell or offer for sale consumer fireworks in the city, or any person employed by another to sell or offer for sale such fireworks, must be at least 18 years of age, except those persons who are 14 through 18 inclusive may, when working in the direct presence and supervision of an adult 21 years or older, sell or offer for sale the fireworks. During the hours of sale, the attendants shall restrict smoking to 50 feet or further from the structure and shall restrict the discharge of fireworks at least 300 feet or further from the structure. No matches shall be sold or given away from said structure.

Section 2. That Section 133.04 of Chapter 133 of Title XIII of the Columbus City Code be amended and revised to read as follows

§ 133.04 PERMIT REQUIRED FOR SALE OF FIREWORKS.

- (A) Any person desiring to sell any consumer fireworks as set forth in § 133.03 shall make application on a form prepared by the Fire Chief or designee. The application for a permit to sell consumer fireworks shall be filed with the City Clerk. The application shall provide the following information.
- (1) The name and address of the applicant;
 - (2) Location of the premises for which the permit is sought;
 - (3) Description of temporary structure to be used (type and size)
 - (4) A site plan showing the location of the structure on the premises, and the listing of minimum separation distances from other structures, roadways, and property lines.
 - (5) Where inventory will be stored;
 - (6) When inventory will arrive;
 - (7) Where inventory will be stored during the off season;
 - (8) Certificate of insurance in the amount to be set by resolution and naming the City of Columbus as an additional insured; and
 - (9) Copy of your State Fire Marshal license for retail sales of fireworks.
- (B) Application period. The applicant for a permit shall pay a fee as set by resolution to the City Clerk at the time of submitting the application for

each of the premises from which the fireworks are to be sold and shall otherwise comply with all regulations and conditions as set forth herein providing this application is received in the Clerk's office by 5:00 p.m. on June 10 of the year for which the application is being made. From June 11 through June 18, there will be a late fee charge as set by resolution, plus the original fee; from June 19 through June 28, a late fee as set by resolution, plus the original fee and the first late fee. If the submission deadline falls on a weekend, the deadline would be the following Monday by 5:00 p.m.

- (C) In accord with the provisions of Neb. RS 28-1249, a permit to sell consumer fireworks will be valid from June 28 through July 4 of the year in which a permit is issued. Upon payment of the permit fees, as set by resolution, and approval of the premises by the Fire Chief, the permit shall be issued by the City to the applicant. All application fees are non-refundable.
- (D) The following regulations apply to the premises from which said fireworks shall be sold:
 - (1) All structures used for the commercial sales of fireworks shall comply with all applicable rules and regulations set forth by National Fire Protection Association (NFPA) 1124, 2006 edition.
 - (2) Only temporary structures may be used for the retail sales of fireworks, including structures such as stands, trailers, and tents. No permanent building shall be used for the sale of fireworks to the general public.
 - (3) The structure shall be in place and ready for inspection prior to commencing firework sales. Arrangements for inspection shall be made with the Columbus Fire Department;
 - (4) Temporary stands and trailers shall not exceed 424 square feet;
 - (5) Tents shall not exceed 2,400 square feet;
 - (6) Premises from which fireworks are to be sold must be in commercially zoned areas and conform with all city zoning regulations;
 - (7) Temporary stands and trailers must be equipped with (1) two and one-half gallon pressurized water fire extinguisher and (1) ten-pound Class A fire extinguisher. Tents must be equipped with (1) ten-pound Class A fire extinguisher and (1) two and one-half gallon pressurized water fire extinguisher for every 600 square feet of retail space;
 - (8) In addition to all other requirements and regulations of the City, all fireworks stands or places of sale of fireworks, shall be located and set back at least 25 feet from the nearest curb line of any public right-of-way, or in the alternative, the selling windows of the fireworks stand must face away from the curb lines or any public

- right-of-way, which are within 25 feet of said selling window; stands shall not be located within the public right-of-way;
- (9) The following commercially made signs, with at least four inches high by one-half inch wide block lettering of permanent design of black against white background shall be installed on all four sides of the structure from which fireworks are to be sold. Said signs shall state:
- (a) FIREWORKS-NO SMOKING WITHIN 50 FEET;
 - (b) NO FIREWORKS DISCHARGED WITHIN 300 FEET;
 - (c) NO PARKING WITHIN 12 FEET;
 - (d) FIREWORK DISCHARGE IS ONLY PERMITTED IN THE CITY FROM: JUNE 28 – JULY 2 8:00 A.M. – 11:00 P.M. AND JULY 3 AND JULY 4 8:00 A.M. – 12:00 A.M. MIDNIGHT.
 - (e) LA DESCARGA DE FUEGOS ARTIFICIALES SON SOLAMENTE PERMITIDOS EN LA CIUDAD: DEL 28 DE JUNIO AL 2 DE JULIO, DE 8:00 A.M. A 11:00 P.M. Y EL 3 DE JULIO Y 4 DE JULIO DE 8:00 A.M. A 12:00 A.M. (MEDIANOCHE).
- (10) The address of the stand, name of licensee, name of manager and the telephone number of the licensee/manager shall be displayed on a sign with lettering no less than two and one-half inches high by one-half inch wide block lettering of permanent design of black against white background (no paper signs will be accepted). The sign shall be firmly attached to the structure so that the sign may be visible from the fronting street or avenue;
- (E)
- (1) Consumer fireworks to be sold from tents may be stored on site during the time period for which a permit is valid. The permit holder shall maintain sufficient security personnel on the site of the sales facility at all times when fireworks are stored on the site while the sales facility is closed. Any violation of this section will result in the immediate revocation of the permit to sell fireworks. Violations include:
 - (a) Failure to have security personnel on site;
 - (b) Security personnel on site observed to be smoking or with alcohol or other dereliction of duty to secure the site.
 - (2) Observation of these violations can be made and reported by any sworn police officer or sworn firefighter of the City of Columbus.
- (F)
- (1) Penalties for non-compliance with any part of the code section, are as follows:
 - (a) Warning for first offense;
 - (b) Eight hours closed (8:00 a.m. - 4:00 p.m.) with no sales for second offense;

- (c) Permit will be revoked for the remainder of the current selling season and there will be no exceptions for third offense.
- (2) If the violation occurs the last day of sales then it will be carried over to the next season that the applicant receives a permit for.
- (3) Should the applicant have his/her/its permit revoked for a second time at any point during the (5) five years, said applicant will be banned from receiving a future permit for itself, or any entity of which it is an owner of member of, for a period of (5) years.

Section 3. That Section 133.05 of Chapter 133 of Title XIII of the Columbus City Code be amended and revised to read as follows:

§ 133.05 DISCHARGING FIREWORKS.

- (A) Consumer fireworks may be discharged from June 28 through July 2 between the hours of 8:00 a.m. and 11:00 p.m. and July 3 through July 4 between the hours of 8:00 a.m. and 12:00 a.m. (midnight).
- (B) It shall be unlawful to discharge fireworks from 12:00 a.m. (midnight) on July 4 to 8:00 a.m. on June 28 of the following year.

Section 4. This Ordinance shall repeal all Ordinances or portions thereof and conflict herewith.

Section 5. This Ordinance shall be in full force and effect on the 1st day of August, 2025, and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City office.

INTRODUCED BY COUNCIL MEMBER _____

PASSED ND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

17. **ORDINANCES ON THIRD READING: None**
18. **PAYROLL AND BILLS ON FILE: Included in Consent Agenda.**
19. **UNFINISHED BUSINESS: None**
20. **ADJOURNMENT**