

City Council Regular Meeting
Monday, April 6, 2026 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.

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

...4-1407. 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)(a) Except as provided in subsection (9) 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 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, if available, 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, if available, 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, if available, 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, if available, 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 (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 publish the notice, the public body shall (A) post such notice on its website, if available, (B) request the newspaper submit a post on a statewide website, if available, 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 pursuant to subdivision (1)(b)(iv)(A) and (C) of this section and a written record of the request to the newspaper pursuant to subdivision (1)(b)(iv)(B) of this section. 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)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

- (viii) A community college board of governors;
- (ix) The Nebraska Brand Committee;
- (x) A local public health department;
- (xi) A metropolitan utilities district;
- (xii) A regional metropolitan transit authority; and
- (xiii) A natural resources district.

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

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

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

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

(iv) Except as otherwise provided in this subdivision, 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.

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

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

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in

such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

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

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

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

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

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

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

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

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

(9) 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; Laws 2025, LB521, § 82.

Operative Date: May 31, 2025

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

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

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 March 16, 2026, City Council meeting.

PROCEEDINGS OF CITY COUNCIL
March 16, 2026

A regular meeting of the mayor and council of the City of Columbus, Nebraska, was convened in open and public session on March 16, 2026, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on February 25, 2026, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgment of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Cynthia Alarcón, Charlie Bahr, Troy Hiemer, Kat Lopez, AJ Palensky, Prent Roth, and Ron Schilling. Council Member Rich Jablonski was absent and excused. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, Director of General Services Betsy Eckhardt, City Clerk Shuraya Choat, City Engineer Rick Bogus, Public Works Director Chuck Sliva, Police Chief Bret Strecker, Chief Building and Code Official Andy Woehrer, Planning and Economic Development Coordinator Jean Van Iperen, Communications Manager Matt Lindberg and Police Officer Jason Romshek.
2. **PRAYER:** Hiemer led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was played and the Pledge of Allegiance was recited.
4. **CONSENT AGENDA:** The following items are considered to be routine by the city council and will be enacted by one motion. There will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Hiemer and a second by Schilling. Alarcón, Bahr, Hiemer, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski was absent.
 - 4.A. **Minutes of March 2, 2026, City Council meeting.**
 - 4.B. **Resolution No. R26-41 approving request of Columbus Havoc 18U Softball to camp overnight in Gerrard Park, June 4, 5, 6, and 7, 2026. (Board of Parks Commissioners recommends approval.)** Resolution No. R26-41 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING USE OF GERRARD PARK TO CAMP OVERNIGHT ON JUNE 4, 5, 6, AND 7, 2026, FOR THE DIAMOND CLASSIC SOFTBALL TOURNAMENT.

- 4.C. Resolution No. R26-42 approving Lease to Hangar Aircraft with Loren F. Loerzel. (Board of Airport Commissioners recommends approval.)** Resolution No. R26-42 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING LEASE TO HANGAR AIRCRAFT WITH LOREN F. LOERZEL FOR HANGAR NO. 1240NE AT COLUMBUS MUNICIPAL AIRPORT.
- 4.D. Resolution No. R26-43 authorizing payment of various improvement projects.** Resolution No. R26-43 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: B-D CONSTRUCTION, INC., ROSELAWN CEMETERY MAINTENANCE BUILDING ADDITION, \$5,472.41.
- 4.E. 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=Srvc & Supp; T=Trng; 3/27/26 payroll 894,474.36; 7 M Cleaning 400.00 S; 911 Custom 1,020.00 S; A to Z Msgng 148.50 S; ABDO Books 8,591.65 S; Ace Hdwr 284.12 S; Ameritas 750.00 S; Aqua-Pure 7,761.95 S; Armor Equip 145.80 S; Arnold Mtr Sup 1,855.62 S; AT&T 3,270.55 S; Auxiant 171,734.86 I; Baird Holm 324.00 S; B-D Const 5,472.41 CP; Behlen Twng 600.00 S; Benchmark Gvrnmt 529.85 S; BergankDV 30,000.00 S; Black Hills 6,329.47 S; J Bloebaum 125.00 R; Bound Tree Med 1,957.94 S; J Bulkley 105.25 E; Casey's Mail Serv 6,233.07 S; Cengage Lrning 56.23 S; Cntrl Prog 1,774.62 S; Chstrmn Co 86.17 S; S Choat 114.55 E; Chrome N Steel 1,550.00 S; City of Col 4,398.59 S; Club Prpht 517.00 S; CNC Rpr 5,480.51 S; CCH 2,292.66 S; Col Crdt Ser 500.68 S; Col Cstm Emb 370.00 S; Col Fam Rsrc Ctr 11,716.62 RT; Col Motor Co 2,898.55 S; Conner Psych Serv 1,568.90 S; Core & Main 25,985.40 S; CPPD 489.63 S; Culligan 113.50 S; Drain Srgn 650.00 S; D Dunbar 18,638.47 P; DWEE 115.00 S; Eakes 412.65 S; B Eckhardt 101.50 E; Edison Lghtng 506.55 S; Egan Sup 559.48 S; Elctrcl Engrng 1,173.19 S; Envisionware 4,473.50 S; M Eyrich & J Horne 43.40 R; FNBO 26,256.47 S; Frontier 2,314.05 S; Frontline Cnslng 1,805.00 S; Gaver Tire 62.75 S; Gehring Const 7,791.88 CP; G Steffy Ford 125.30 S; Gen Trffc Cntrls 4,709.00 S; Granville Cstm Hms 372.32 R; Grt Plns Bldg Sup 736.11 S; Grt Plns Comm 1,568.67 S; Hrtlnd Ntrl Gas 17,259.01 S; Hrtlnd Offc Clnrs 535.00 S; Hobby Lobby 73.58 S; M Howerter MD 1,303.75 S; IALEFI 60.00 M; Indstrl Rpr 505.88 S; Jackson Serv 2,162.11 S; Johnson Serv 1,625.00 S; Kelly Sup 148.81 S; Kidwell 930.00 S; Koch Excvtnng 3,815.97 CP; Language Ln Serv 167.32 S; Lawson Prod 233.14 S; Lbry Mrkt 1,500.00 S; Lincoln Jrnl Str 252.62 S; Lncln Wnwtr Wrks 3,519.20 S; Locable 1,188.00 S; Logan Cntrctrs 1,829.55 S; Loup 100,901.49 S; Lower Loup Ntrl Rsrcs 935.08 S; Mailbox 59.51 S; MD Sol 1,670.00 S; Menards 2,385.38 S; Metro CC 1,618.76 T; Mdwst Lab 188.59 S; Mdwst Machine 1,237.50 S; Mdwst Tape

567.54 S; Mike's Twng 1,200.00 S; Mission Comm 2,779.20 S; Napa Auto 799.61 S; NAPE 90.00 M; NE Arborist Assoc 290.00 S; NE Hrvstr Systms 892.60 S; NE Pblc Hlth 106.00 S; NE State Ptrl 1,612.50 S; Nelson Systms 6,540.88 S; Newman Sgns 1,524.76 S; R Niedbalski 165.30 E; NE NE Econ Dev Dstrct 356.25 S; NE NE Sld Wste 55,360.05 S; NW Elctrc 2,355.71 S; NoSwett 2,640.00 S; Occ Health 2,545.00 S; Oliver Pckgng & Equip 91.92 S; Olson's Pest 503.00 S; One Source 59.00 S; O'Reilly 1,117.76 S; Otte Elctrc 3,977.35 S; Paper Tiger 298.16 S; Pete Lien 15,232.29 S; Pinnacle Oprtns Cntr 10.00 S; Platte Cnty 4,267.54 S; Platte Vily Comm 4,083.75 S; Prncpl Life Ins 8,724.80 I; R & R Prod 713.85 S; RDO Truck 175.00 S; P Roth 141.55 E; D Rowe 168.00 P; Sapp Bros 21,718.56 S; SCP Dist 1,999.00 S; Srvcmstr by Shvln 2,661.00 S; Settje Plmbng 271.19 S; Shrwn Wllms 154.35 S; State Dept of Rev 59,789.06 P; Super Svr 78.06 S; Syncretic Press 519.40 S; Sysco 8,555.40 S; T-Bone 9,644.50 S; Terracast Prod 8,086.05 S; The Glf Shp 1,425.05 S; Tire Outlet 1,065.00 S; TK Elevator 272.17 S; Tractor Sup 114.99 S; Twin Rvrs Vet 363.00 S; Uline 149.50 S; UPS 15.16 S; C Van Dyke 175.00 S; J Van Iperen 177.83 E; Vandenberg Elec 2,415.05 S; Vander Haags 1,305.17 S; T Vasicek 487.20 E; C Wagner 48.00 S; Waste Conn 691.53 S; Westmoor Fluid Sol 475.02 S; Winter Equip 926.15 S; Woodriver Energy 1,799.84 S. Total \$1,665,320.15.

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

6. **SPECIAL PRESENTATIONS:**

6.A. **Proclamation declaring March 2026 as Problem Gambling Awareness Month.** Bulkley read the proclamation and presented it to Mike Sciandra, on behalf of the Nebraska Council on Problem Gambling. Sciandra thanked the Mayor, City Council, and City of Columbus for supporting Problem Gambling awareness, prevention, and treatment. He explained that the Nebraska Gamblers Assistance Program provides free treatment to gamblers and their families and noted that the local Choices Treatment Center is located inside the former hospital building.

6.B. **Proclamation declaring week of March 16, 2026, as Youth Appreciation Week.** Bulkley read the proclamation declaring the week of April 14, 2025, as Youth Appreciation Week and presented it to Breanna Flaherty on behalf of the Optimist Club.

7. **PUBLIC HEARINGS:**

7.A. **Public hearing - Redevelopment Plan for Keyes Development, LLC, Redevelopment Project (Redevelopment Area No. 3) located southeast of the intersection of 15th Street and 45th Avenue. (Continued from February 17, 2026, meeting.) (Planning Commission recommends approval.)** Andrew Willis, attorney on behalf of the applicant, explained that the proposed redevelopment plan will consist of approximately 18 single family homes and the development will occur in two phases with the first phase expected to begin this year. He noted that the total project is estimated at \$7.4

million dollars with a Tax Increment Financing (TIF) request of \$918,000 which will support infrastructure improvements, including water, sewer, and street construction. The public hearing closed with a motion by Hiemer and a second by Bahr. Alarcòn, Bahr, Hiemer, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

7.A.1. Resolution No. R26-44 approving redevelopment plan. Resolution No. R26-44 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT PLAN ENTITLED, "REDEVELOPMENT PLAN FOR KEYES DEVELOPMENT, LLC REDEVELOPMENT PROJECT" was adopted with a motion by Lopez and a second by Palensky. Alarcòn, Bahr, Hiemer, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

8. PETITIONS AND COMMUNICATIONS: None

9. REPORTS OF CITY OFFICES:

9.A. Update on Nebraska Department of Transportation Loup River South Bridges project. Bogus reported that the project remains on schedule for fall 2027 completion and crews are currently working on the south three piers as well as the north abutment at the levee. He also noted that the NDOT is discussing options to include the removal and replacement of the traffic bump on the north end of the east bridge structure.

9.B. Columbus in Focus – Building & Infrastructure. Bogus noted that the Building & Infrastructure team consisted of himself, Vasicek, Woehrer, and Sliva. He presented the group's mission and vision statements as well as providing an overview of 2026 action goals. Bogus, Sliva, and Woehrer each presented individual department updates.

10. REPORTS OF COUNCIL COMMITTEES:

10.A. Public Property, Safety, and Works Committee – March 16, 2026.

10.A.1. Permanent Utility and Access Easement in part of NW1/4 NE1/4 of Section 14, Township 17 North, Range 1 West of the 6th P.M., Platte County, Nebraska for Meadow Ridge Properties Addition (34th Street west of 53rd Avenue). The committee recommended approval. The report was adopted with a motion by Lopez and a second by Roth. Alarcòn, Bahr, Hiemer, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

10.A.2. Request of Meadow Ridge Properties LLC to vacate a portion of Drainage Easement No. 1 for Meadow Ridge Eleventh Addition (west end of Grayhawk Place located off 43rd Street). The committee recommended approval. The report was adopted with a motion by Lopez and a second by Bahr. Alarcòn, Bahr, Hiemer, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

10.A.3. Cost share of Paving and Infrastructure 2026. The committee recommended approval. The report was adopted with a motion by Bahr and a second by Lopez. Alarcòn, Bahr, Hiemer, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski was absent.

10.B. Public Finance, Judiciary, and Personnel Committee – March 16, 2026.

10.B.1. Financial and Compliance Audit for year-end September 30, 2025. The committee recommended approval. Bulkley noted that the audit report is available for the public to view at any time. The report was adopted with a motion by Alarcòn and a second by Palensky. Alarcòn, Bahr, Hiemer, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski was absent.

11. REPORTS OF SPECIAL COMMITTEES: None

12. REPORTS ON LEGISLATION: None

13. NEW BUSINESS:

13.A. Appointment of Jason Romshek as police sergeant. Hiemer read a brief resume and the mayor’s appointment of Jason Romshek as police sergeant was ratified with a motion by Bahr and a second by Lopez. Alarcòn, Bahr, Hiemer, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski was absent. Romshek noted that he has been with the police department for 26 years. He thanked the mayor and city council for the appointment and he looks forward to continuing to serve the community.

13.B. Application from Advanced Consulting Engineering Services on behalf of Keyes Development, LLC for preliminary plat of Dubas Addition (extensions and connection of Isaiah Drive and 44th Avenue). (Planning Commission recommends approval.) The preliminary plat of Dubas Addition was approved with a motion by Palensky and a second by Lopez. Alarcòn, Bahr, Hiemer, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski was absent.

13.C. Plans, specifications, estimate of cost in the amount of \$175,000, and authorization to advertise for bids for Sanitary Sewer Rehabilitation 2026 (plans and specifications on file in the engineering department). CIP #20-94 The plans, specifications, estimate of cost, and authorization to advertise for bids for Sanitary Sewer Rehabilitation 2026 were approved with a motion by Roth and a second by Schilling. Alarcòn, Bahr, Hiemer, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski was absent.

13.D. Comments from mayor and city council members. Bulkley commended Jablonski, Alarcòn, Lopez, and Roth for filing for re-election to the city council and for their continued commitment to serving the community. He explained that, at the request of the Nebraska Emergency Management Agency, six Columbus firefighters and two apparatus were deployed for 48 hours to help assist with the wildfires in western Nebraska and announced there will be an

“Open House with the Mayor” on the last Saturday of each month, starting March 28, 2026, from 9 a.m. to 10 a.m. at the Columbus Library.

14. RESOLUTIONS:

- 14.A. Resolution No. R26-45 approving and accepting permanent utility and access easement with Meadow Ridge Properties, LLC located at 34th Street west of 53rd Avenue.** Resolution No. R26-45 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AND ACCEPTING PERMANENT UTILITY AND ACCESS EASEMENT AGREEMENT WITH MEADOW RIDGE PROPERTIES, LLC, LOCATED IN PART OF NW1/4 NE1/4 OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, 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 Roth and a second by Lopez. Alarcòn, Bahr, Hiemer, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski was absent.
- 14.B. Resolution No. R26-46 approving five-year contract with Digital-Ally in the total amount of \$227,809.50 for body-worn and in-car camera service.** Resolution No. R26-46 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING FIVE-YEAR CONTRACT WITH DIGITAL-ALLY IN THE TOTAL AMOUNT OF \$227,809.50 FOR BODY-WORN AND IN-CAR CAMERA SERVICE; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN was adopted with a motion by Bahr and a second by Palensky. Alarcòn, Bahr, Hiemer, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski was absent.
- 14.C. Resolution No. R26-47 approving professional services agreement with Points Consulting, LLC in the amount of \$40,940 for housing needs and supply study. CIP #22-02 & Reallocated CIP #20-70** Resolution No. R26-47 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH POINTS CONSULTING, LLC IN THE AMOUNT OF \$40,940 FOR A HOUSING NEEDS AND SUPPLY STUDY, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Hiemer and a second by Bahr. Alarcòn, Bahr, Hiemer, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”. Jablonski was absent.
- 14.D. Resolution No. R26-48 adopting the City of Columbus Safe Streets and Roads for All Comprehensive Safety Action Plan. CIP #25-24** Resolution No. R26-48 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING THE SAFE STREETS AND ROADS FOR ALL COMPREHENSIVE SAFETY ACTION

PLAN (CSAP) TO GUIDE SPECIFIC STEPS TO ELIMINATE ALL FATALITIES AND SERIOUS INJURIES BY 2050 AND FURTHER ADOPT THE CSAP-CREATED COUNTERMEASURES TOOLBOX TO GUIDE SAFETY MEASURES TO APPLY TO TRANSPORTATION PROJECTS was adopted with a motion by Palensky and a second by Schilling. Alarcòn, Bahr, Hiemer, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

15. ORDINANCES ON FIRST READING:

15.A. Ordinance No. 26-05 vacating portion of existing drainage easement located on the west end of Grayhawk Place off 43rd Street. The rules were suspended and Ordinance No. 26-05 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO VACATE A PORTION OF AN EXISTING DRAINAGE EASEMENT LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF MEADOW RIDGE ELEVENTH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE S 88°06'59" W ON THE SOUTH LINE OF TEMPORARY DRAINAGE EASEMENT AS RECORDED WITH SAID MEADOW RIDGE ELEVENTH ADDITION, 94.04 FEET; THENCE N 02°13'45" W ON THE WEST LINE OF SAID TEMPORARY DRAINAGE EASEMENT, 288.55 FEET; THENCE N 88°06'27" E, 123.97 FEET TO THE NORTHWEST CORNER OF LOT 8, BLOCK B OF SAID MEADOW RIDGE ELEVENTH ADDITION; THENCE S 02°13'45" E ON THE WEST LINE OF SAID LOT 8, 113.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8; THENCE S 88°07'09" W ON THE NORTH RIGHT-OF-WAY LINE OF GRAYHAWK PLACE, 30.00 FEET; THENCE S 02°15'10" E ON THE WEST LINE OF SAID MEADOW RIDGE ELEVENTH ADDITION, 175.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.70 ACRES, MORE OR LESS; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Schilling and a second by Lopez. Alarcòn, Bahr, Hiemer, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent. Ordinance No. 26-05 was adopted with a motion by Schilling and a second by Palensky. Alarcòn, Bahr, Hiemer, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.

16. ORDINANCES ON SECOND READING: None

17. ORDINANCES ON THIRD READING: None

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

PROCEEDINGS OF CITY COUNCIL

March 16, 2026

Page 8

19. UNFINISHED BUSINESS: None

20. ADJOURNMENT: The meeting adjourned at 6:39 p.m.

Presented and approved this 6th day of April 2026.

OFFICE OF THE CITY CLERK

: Shuraya Choat

4.B. Minutes of March 16, 2026, Community Development Agency meeting.

COMMUNITY DEVELOPMENT AGENCY
March 16, 2026

A meeting of the mayor and city council, as the Community Development Agency, of the City of Columbus, Nebraska, was convened in open and public session on March 16, 2026, at 6:40 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 March 12, 2026, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgment of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **Statement of compliance with open meetings act and roll call.** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Cynthia Alarcòn, Charlie Bahr, Troy Hiemer, Kat Lopez, AJ Palensky, Prent Roth, and Ron Schilling. Council Member Rich Jablonski was absent and excused. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, Director of General Services Betsy Eckhardt, City Clerk Shuraya Choat, City Engineer Rick Bogus, Public Works Director Chuck Sliva, Police Chief Bret Strecker, Chief Building and Code Official Andy Woehrer, Planning and Economic Development Coordinator Jean Van Iperen, Communications Manager Matt Lindberg, and Police Sergeant Jason Romshek.
2. **Resolution No. R26-49 authorizing issuance of Tax Increment Revenue Bond in the amount of \$1,665,000 for Quail Meadows Redevelopment Project.** Quelbin Izaguirre, on behalf of Quail Meadows, clarified that this development will have a total of 50 units consisting of both single-family and townhomes with additional lots available for individuals interested in building their own homes. Izaguirre confirmed that the project is on track to have 15 units completed by the end of the month and noted that all the units within the development are designated as affordable housing. Resolution No. R26-49 entitled: A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, ACTING AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA; AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE BONDS FOR THE QUAIL MEADOWS REDEVELOPMENT PROJECT; PROVIDING FOR THE TERMS AND PROVISIONS OF SAID BONDS; AND PLEDGING REVENUES OF THE AGENCY PURSUANT TO THE COMMUNITY DEVELOPMENT LAW was adopted with a motion by Alarcòn and a second by Lopez. Alarcòn, Bahr, Hiemer, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski was absent.
3. **Adjournment:** The meeting adjourned at 6:43 p.m.

Presented and approved this 16th day of March 2026.

OFFICE OF THE CITY CLERK

: Shuraya Choat

4.C. Minutes of March 30, 2026, Civil Service Commission meeting certifying police officer candidates Alexander Keller, Henry Juarez Basilio, and Dalton Weidner; and additional police officer candidates Rudolph Brunkhorst, Kyle Troost, and Christopher Mcelwain for potential position in the future.

CIVIL SERVICE COMMISSION MINUTES

March 30, 2026

A meeting of the Columbus Civil Service Commission was convened in open and public session on Monday, March 30, 2026 at 6:00 p.m. in the Conference Room at the Police Station.

Notice of this meeting was given in advance thereof by public posting in City Hall, Columbus Public Library and Platte County Courthouse on March 2, 2026. Availability of the agenda was communicated in the advance notice and in the notice to the Columbus Civil Service Commission of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:

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

Present were members, Troy Loeffelholz, Chris Steinke, and Russ Strehle. Members Logan Bronson and Jessica Caban were absent. The minutes from the December 16, 2025 meeting were approved with a motion by Steinke and a second by Strehle with all members voting "Aye".

The purpose of the meeting was to interview seven applicants for the position of Police Officer and agree upon names in no particular order who would be certified to the appointing authority as qualified for the position of Police Officer for one year.

Following discussion, a motion was made by Strehle and seconded by Steinke to certify to the Mayor and City Council, the applicants Alexander Keller, Henry Juarez Basilio, and Dalton Weidner. Applicants Rudolph Brunkhorst, Kyle Troost and Christopher Mcelwain would also be certified for one year to move up on the list of the three names as needed. The motion passed unanimously.

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

Respectfully submitted,

Tammy Orender
Civil Service Commission Secretary

4.D. Resolution No. R26-50 authorizing payment of various improvement projects.

DRAFT

RESOLUTION NO. R26-50

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: COMMONWEALTH ELECTRIC COMPANY, FRANKFORT SQUARE LIGHTING, \$5,250; GEHRING CONSTRUCTION AND READY MIX CO., INC., CONCRETE PAVING IMPROVEMENTS 2026, \$7,200; RUTJENS CONSTRUCTION, INC., COLUMBUS NORTH WELL NO. 20, \$93,510.

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:

Commonwealth Electric Co.	Frankfort Square Lighting	\$ 5,250.00
Gehring Construction & Ready Mix Co., Inc.	Concrete Paving Improvements 2026	\$ 7,200.00
Rutjens Construction, Inc.	North Well No. 20	\$93,510.00

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 _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Contractor's Application and Certificate of Payment

100-100-57200-23001 - 5,250.00

Contractor's Application for Payment No: 1		
Application Period: (From - to) March 1st thru March 31st		
To: City of Columbus (Owner)	From (Contractor): Commonwealth Electric Co of the Midwest	Contractor's Project No.: 260039
Project Name: Columbus Frankfort Square Lighting Project		Via (Consulting Engineer / Architect): City of Columbus
Fiscal Year Budget Number: 100-100-57200-23001		

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.....	\$	125,000.00
2. Net change by Field Order and Change Orders.....	\$	-
3. Current Contract Price (Line 1 ± 2).....	\$	125,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$	5,250.00
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)		
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$	5,250.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....		
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$	5,250.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6)..... (To double check Line 9 Take Column I + Line 5 should = Line 9 calculations)	\$	119,750.00

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: Commonwealth Electric Company

By: Date: 3/19/2026

Printed/Typed Name: Jake Gable

Revision 2/23/2020

Payment of:	\$	5,250.00
		(Line 8 or other - attach explanation of the other amount)
is recommended by:		
	(Consulting Engineer/Architect)	(Date)
Payment of:	\$	5,250.00
		(Line 8 or other - attach explanation of the other amount)
is approved by:		3-26-2026
	(City Engineer)	(Date)
Approved by:		
	Funding Agency (if applicable)	(Date)



Contractor's Application and Certificate of Payment

200-200-57300-20075 - 7,200.00

		Contractor's Application for Payment No: 5	
		Application Period: (From - to) 2/17/26 to 3/24/26	
To: City of Columbus (Owner)	From (Contractor): Gehring Construction & Ready Mix Co., Inc.	Contractor's Project No.:	
Project Name: Concrete Paving Improvements 2026			Via (Consulting Engineer / Architect): City of Columbus
Fiscal Year Budget Number: 200-200-57300-20071			

Application For Payment

Field Order and Change Order Summary

Field (FO#) and Change Orders (CO#) Approved:		
Number	Additions	Deductions
FO 1	\$ 75,302.00	
TOTALS	\$ 75,302.00	\$ -
NET CHANGE	\$ 75,302.00	

1. ORIGINAL CONTRACT PRICE.....	\$	1,897,618.10
2. Net change by Field Order and Change Orders.....	\$	75,302.00
3. Current Contract Price (Line 1 ± 2).....	\$	1,972,920.10
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$	133,449.00
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)	\$	13,344.90
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$	120,104.10
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	112,904.10
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$	7,200.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	\$	1,852,816.00

(To double check Line 9 Take Column 1 + 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: 3-25-26
 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:

\$ 7,200.00

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

is approved by:

Richard J. Bozner 3-26-2026

 (City Engineer) (Date)

Approved by:

 Funding Agency (if applicable) (Date)

APPLICATION AND CERTIFICATE FOR PAYMENT

Containing Contractor's signed Certification is attached

Project Name: Concrete Paving Improvements 2026			Contractor's Pay Application: 5								
Application Period: (From - To)			2/17/26 to 3/24/26								
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: 33RD AVENUE FROM NORTH OF 30TH STREET TO SOUTH OF 38TH STREET											
1	Mobilization	JOB	1	\$ 50,000.00	\$ 50,000.00		\$ -		\$ -	0	\$ 50,000.00
2	Traffic and Pedestrian Control	JOB	1	\$ 12,500.00	\$ 12,500.00		\$ -		\$ -	0	\$ 12,500.00
3	NPDES, SWPPP, and BMP Maintenance	JOB	1	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -	0	\$ 2,500.00
4	Curb or Grate Inlet Filter BMP	EA	11	\$ 300.00	\$ 3,300.00		\$ -		\$ -	0	\$ 3,300.00
5	Remove Paving, Including Sawing	SY	14,570	\$ 6.00	\$ 87,420.00		\$ -		\$ -	0	\$ 87,420.00
6	Remove Storm Sewer	LF	232	\$ 10.50	\$ 2,436.00		\$ -		\$ -	0	\$ 2,436.00
7	Remove Grate Inlet	EA	18	\$ 500.00	\$ 9,000.00		\$ -		\$ -	0	\$ 9,000.00
8	Remove & Reset Monument Well	EA	1	\$ 500.00	\$ 500.00		\$ -		\$ -	0	\$ 500.00
9	Remove & Reset Sign with Telespar Post	EA	23	\$ 500.00	\$ 11,500.00		\$ -		\$ -	0	\$ 11,500.00
10	Remove Actuated Pedestrian Pole & Equipment Remove, Relocate, Temporary Set, & Reset Mailboxes (Approx. 15)	EA	2	\$ 500.00	\$ 1,000.00		\$ -		\$ -	0	\$ 1,000.00
11	Remove & Reset Decorative Mailbox (Sta. 15+50L)	JOB	1	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	0	\$ 1,500.00
12	Remove & Reset Fence & Landscaping	JOB	1	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	0	\$ 5,000.00
13	4" Aggregate Paving Subbase	SY	12,840	\$ 16.00	\$ 205,440.00		\$ -		\$ -	0	\$ 205,440.00
14	4" Perforated Underdrain Piping System	LF	5,400	\$ 15.00	\$ 81,000.00		\$ -		\$ -	0	\$ 81,000.00
15	9" P.C. Concrete Doweled Paving, NDOT Type 47B-3500	SY	12,229	\$ 72.00	\$ 880,488.00		\$ -		\$ -	0	\$ 880,488.00
16	7" P.C. Concrete Street Paving, NDOT Type 47B-3500	SY	1,285	\$ 60.00	\$ 77,100.00		\$ -		\$ -	0	\$ 77,100.00
17	6" P.C. Concrete Driveway Paving, NDOT Type 47B-3500	SY	556	\$ 55.00	\$ 30,580.00		\$ -		\$ -	0	\$ 30,580.00
18	5" P.C. Concrete Sidewalk Paving, NDOT Type 47B-3500	SY	501	\$ 70.00	\$ 35,070.00		\$ -		\$ -	0	\$ 35,070.00
19	1.5' P.C. Concrete Header	LF	56	\$ 25.00	\$ 1,400.00		\$ -		\$ -	0	\$ 1,400.00
20	Actuated Pedestrian Pole Foundation	EA	2	\$ 2,500.00	\$ 5,000.00		\$ -		\$ -	0	\$ 5,000.00
21	ADA Handicap Ramp Detectable Warning Panel	SF	312	\$ 40.00	\$ 12,480.00		\$ -		\$ -	0	\$ 12,480.00
22	Storm Sewer Junction Box	EA	2	\$ 4,500.00	\$ 9,000.00		\$ -		\$ -	0	\$ 9,000.00
23	6' Open Throat Inlet	EA	24	\$ 4,500.00	\$ 108,000.00		\$ -		\$ -	0	\$ 108,000.00
24	18-inch RCP Class III Storm Sewer	LF	57	\$ 58.00	\$ 3,306.00		\$ -		\$ -	0	\$ 3,306.00
25	15-inch RCP Class III Storm Sewer	LF	412	\$ 52.00	\$ 21,424.00		\$ -		\$ -	0	\$ 21,424.00
26	12-inch RCP Class III Storm Sewer	LF	88	\$ 47.00	\$ 4,136.00		\$ -		\$ -	0	\$ 4,136.00
27	Adjust Manhole to Grade	EA	18	\$ 500.00	\$ 9,000.00		\$ -		\$ -	0	\$ 9,000.00
28	Connect to Existing Storm Sewer	EA	7	\$ 700.00	\$ 4,900.00		\$ -		\$ -	0	\$ 4,900.00
29	Construct Concrete Collar	EA	8	\$ 160.00	\$ 1,280.00		\$ -		\$ -	0	\$ 1,280.00
30	Adjust Water Valve to Grade	EA	17	\$ 250.00	\$ 4,250.00		\$ -		\$ -	0	\$ 4,250.00

Project Name: Concrete Paving Improvements 2026					Contractor's Pay Application: 5						
Application Period: (From - To) 2/17/26 to 3/24/26											
A			B	C	D	E	F	G	H		I
Item											
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	Final Pain Striping, 4-inch Yellow Solid and Dashed	LF	7,906	\$ 1.85	\$ 14,626.10		\$ -		\$ -	0	\$ 14,626.10
33	Final Pain Striping, 4-inch White Solid and Dashed	LF	400	\$ 1.85	\$ 740.00		\$ -		\$ -	0	\$ 740.00
34	Final Paint Striping, White Turn Arrow	EA	4	\$ 550.00	\$ 2,200.00		\$ -		\$ -	0	\$ 2,200.00
35	Final Paint Striping, White Crosswalk Bars (24"x72")	EA	5	\$ 275.00	\$ 1,375.00		\$ -		\$ -	0	\$ 1,375.00
36	Speed Limit Sign (R2-1) with Telespar Post	EA	1	\$ 250.00	\$ 250.00		\$ -		\$ -	0	\$ 250.00
37	Two-Way Left Turn Only Sign (R3-9b)	EA	4	\$ 275.00	\$ 1,100.00		\$ -		\$ -	0	\$ 1,100.00
38	Overexcavation and Crushed Concrete	TON	200	\$ 60.00	\$ 12,000.00		\$ -		\$ -	0	\$ 12,000.00
39	Earthwork, Final Grading, Backfill, & Shaping	JOB	1	\$ 90,000.00	\$ 90,000.00		\$ -		\$ -	0	\$ 90,000.00
40	Hydroseeding Disturbed Areas	ACRE	1.1	\$ 22,000.00	\$ 24,200.00		\$ -		\$ -	0	\$ 24,200.00
					\$ 1,830,501.10		\$ -		\$ -		\$ 1,830,501.10
PROJECT B: 13TH STREET AND 28TH AVENUE PEDESTRIAN NODES											
1	Mobilization	JOB	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
2	Traffic and Pedestrian Control	JOB	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00		\$ 1,000.00	100	\$ -
3	NPDES, SWPPP, and BMP Maintenance	JOB	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
4	Remove Paving, Including Sawing	SY	241	\$ 12.00	\$ 2,892.00	241	\$ 2,892.00		\$ 2,892.00	100	\$ -
5	8" P.C. Concrete Street Paving, NDOT Type 47B-3500	SY	241	\$ 85.00	\$ 20,485.00	241	\$ 20,485.00		\$ 20,485.00	100	\$ -
6	ADA Handicap Ramp Detectable Warning Panel	SF	32	\$ 40.00	\$ 1,280.00	32	\$ 1,280.00		\$ 1,280.00	100	\$ -
7	Adjust Manhole to Grade	EA	2	\$ 500.00	\$ 1,000.00	2	\$ 1,000.00		\$ 1,000.00	100	\$ -
8	Overexcavation & Crushed Concrete	TON	100	\$ 60.00	\$ 6,000.00		\$ -		\$ -	0	\$ 6,000.00
9	Earthwork, Final Grading, Backfill, & Shaping	JOB	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
					\$ 40,157.00		\$ 34,157.00		\$ 34,157.00		\$ 6,000.00
PROJECT C: 8TH STREET AND 3RD AVENUE FIELD ENTRANCE											
1	Mobilization	JOB	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
2	Traffic and Pedestrian Control	JOB	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00		\$ 1,000.00	100	\$ -
3	Remove Paving, Including Sawing	SY	63	\$ 12.00	\$ 756.00	63	\$ 756.00		\$ 756.00	100	\$ -
4	8" P.C. Concrete Street Paving, NDOT Type 47B-3500	SY	8	\$ 100.00	\$ 800.00	8	\$ 800.00		\$ 800.00	100	\$ -
5	6" P.C. Concrete Trail Paving, NDOT Type 47B-3500	SY	49	\$ 80.00	\$ 3,920.00	49	\$ 3,920.00		\$ 3,920.00	100	\$ -
6	6" P.C. Concrete Colored & Stamped, NDOT Type 47B-3500	SY	6	\$ 150.00	\$ 900.00	6	\$ 900.00		\$ 900.00	100	\$ -
7	Overexcavation & Crushed Concrete	TON	20	\$ 60.00	\$ 1,200.00		\$ -		\$ -	0	\$ 1,200.00
8	Earthwork, Final Grading, Backfill, & Shaping	JOB	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
					\$ 13,576.00		\$ 12,376.00		\$ 12,376.00		\$ 1,200.00

Project Name: Concrete Paving Improvements 2026				Contractor's Pay Application: 5							
Application Period: (From - To) 2/17/26 to 3/24/26											
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)
ADDITIONAL PROJECT NO. 2 - SENIOR CENTER NORTH ENTRANCE PAVING											
1	Mobilization	JOB	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
2	Traffic and Pedestrian Control	JOB	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00		\$ 1,000.00	100	\$ -
3	Remove Paving, including Sawing	SY	79	\$ 16.00	\$ 1,264.00	79	\$ 1,264.00		\$ 1,264.00	100	\$ -
4	7"P.C. Concrete Street Paving, NDOT Type 47B-3500	SY	66	\$ 70.00	\$ 4,620.00	66	\$ 4,620.00		\$ 4,620.00	100	\$ -
5	5" P.C. Concrete Sidewalk Paving, NDOT Type 47B-3500	SY	14	\$ 70.00	\$ 980.00	14	\$ 980.00		\$ 980.00	100	\$ -
6	ADA Handicap Ramp Detectable Warning Panel	SF	8	\$ 40.00	\$ 320.00	8	\$ 320.00		\$ 320.00	100	\$ -
7	Overexcavation & Crushed Concrete	TON	20	\$ 60.00	\$ 1,200.00		\$ -		\$ -	0	\$ 1,200.00
8	Earthwork, Final Grading, Backfill, & Shaping	JOB	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00		\$ 1,500.00	100	\$ -
TOTAL PROJECT COST					\$ 13,384.00		\$ 12,184.00		\$ 12,184.00		\$ 1,200.00
					\$ 1,897,618.10		\$ 58,717.00		\$ 58,717.00		\$ 1,838,901.10
FIELD ORDER NO. 1 - ADA SIDEWALK IMPROVEMENTS											
1	Mobilization	JOB	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	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	466	\$ 12.00	\$ 5,592.00	466	\$ 5,592.00		\$ 5,592.00	100	\$ -
4	5"P.C. Concrete Sidewalk, NDOT Type 47B-3500	SY	344	\$ 70.00	\$ 24,080.00	373	\$ 26,110.00		\$ 26,110.00	108	\$ (2,030.00)
5	7" P.C. Concrete Street Paving, NDOT Type 47B-3500	SY	164	\$ 70.00	\$ 11,480.00	134	\$ 9,380.00		\$ 9,380.00	82	\$ 2,100.00
6	ADA Handicap Ramp Detectable Warning Panel	SF	360	\$ 40.00	\$ 14,400.00	360	\$ 14,400.00		\$ 14,400.00	100	\$ -
7	Adjust Valvebox to Grade	EA	1	\$ 250.00	\$ 250.00	1	\$ 250.00		\$ 250.00	100	\$ -
8	Adjust Curb Stop to Grade	EA	1	\$ 250.00	\$ 250.00	1	\$ 250.00		\$ 250.00	100	\$ -
9	Adjust Grate Inlet to Grade	EA	4	\$ 500.00	\$ 2,000.00	3	\$ 1,500.00		\$ 1,500.00	75	\$ 500.00
10	Repair/Rework of Grate Inlet if used parts available	EA	1	\$ 250.00	\$ 250.00	1	\$ 250.00		\$ 250.00	100	\$ -
11	Rebuild of Inlet Box if needed	EA	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00		\$ 1,500.00	100	\$ -
12	Earthwork, Final Grading, Backfill, & Shaping	JOB	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00		\$ 5,000.00	100	\$ -
13	Hydroseeding Disturbed Areas	Acre	0.25	\$ 22,000.00	\$ 5,500.00	0.25	\$ 5,500.00		\$ 5,500.00	100	\$ -
FIELD ORDER NO. 1					\$ 75,302.00		\$ 74,732.00		\$ 74,732.00		\$ 570.00
TOTAL PROJECT COST PLUS FIELD ORDER NO. 1					\$ 1,972,920.10		\$ 133,449.00		\$ 133,449.00		\$ 1,839,471.10

Contractor's Application for Payment

Owner: <u>City of Columbus</u>	Owner's Project No.: _____
Engineer: <u>HDR</u>	Engineer's Project No.: <u>10425904</u>
Contractor: <u>Rutjens Construction</u>	Contractor's Project No.: <u>884</u>
Project: <u>Well No 20 Final Design</u>	
Contract: _____	
Application No.: <u>1</u>	Application Date: <u>3/23/2026</u>
Application Period: From <u>12/1/2025</u> to <u>3/20/2026</u>	


1. Original Contract Price	\$ 1,824,736.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 1,824,736.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 103,900.00
5. Retainage	
a. <u>10%</u> X \$ 103,900.00 Work Completed =	\$ 10,390.00
b. <u>10%</u> X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 10,390.00
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 93,510.00
7. Less previous payments (Line 6 from prior application)	\$ -
8. Amount due this application	\$ 93,510.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 1,731,226.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Rutjens Construction

Signature:  **Date:** 3/20/2026

Recommended by Engineer	Approved by Owner
By: <u>Chris Koenig</u>	By: <u>Ruhail J. Bogun</u>
Title: <u>Project Manager</u>	Title: <u>City Engineer</u>
Date: <u>3/24/26</u>	Date: <u>3-26-2026</u>

Approved by Funding Agency

By: _____ **Title:** _____ **Date:** _____

Progress Estimate - Unit Price Work

Owner: City of Columbus
 Engineer: HDR
 Contractor: Rutgens Construction
 Project: Well No 20 Final Design
 Contract:

Contractor's Application for Payment

Owner's Project No.: 10425904
 Engineer's Project No.: 884
 Contractor's Project No.:

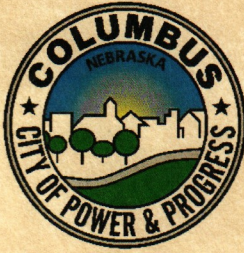
Application No.: 1		Application Period: 12/01/25 to 03/20/26		Application Date: 03/23/26				
Bid Item No.	Description	Contract Information		Work Completed Value on Work Completed to Date (EXG) (\$)	Materials Currently Stored (nothing) (\$)	Work Completed and Materials Stored to Date (H+I) (\$)	% of Value of Item (J/K) (%)	Balance to Finish (E-I) (\$)
		Item Quantity	Units					
Original Contract								
1	MOBILIZATION/DEMOLITION	1	L.S.	\$74,600.00	-	37,500.00	50%	37,900.00
2	TEST HOLE	150	V.F.	\$65.00	-	9,750.00	0%	9,750.00
3	CONSTRUCT 40" DIAMETER HOLE	150	V.F.	\$100.00	-	15,000.00	0%	15,000.00
4	24" DIAMETER OD STEEL CASING	120	V.F.	\$351.00	-	42,120.00	0%	42,120.00
5	24" DIAMETER SCREEN AND BOTTOM PLATE	30	V.F.	\$1,014.00	-	30,420.00	0%	30,420.00
6	PRODUCTION WELL SANITARY SEAL	1	L.S.	\$9,884.00	-	9,884.00	0%	9,884.00
7	PRODUCTION WELL GRAVEL PACK	1	L.S.	\$5,118.00	-	5,118.00	0%	5,118.00
8	PRODUCTION WELL DEVELOPMENT	20	HR	\$795.00	-	15,900.00	0%	15,900.00
9	PUMPING TEST	32	HR	\$796.00	-	25,472.00	0%	25,472.00
10	TEST WELL ABANDONMENT	1	L.S.	\$1,100.00	-	1,100.00	0%	1,100.00
11	VERTICAL TURBINE PUMP AND TESTING	1	L.S.	\$114,102.00	-	114,102.00	0%	114,102.00
12	INTERIOR PIPING AND VALVES	1	L.S.	\$62,000.00	-	62,000.00	0%	62,000.00
13	BUILDING W/FOOTINGS	1	L.S.	\$548,640.00	-	548,640.00	0%	548,640.00
14	UNDERGROUND ELECTRICAL SERVICE	1100	L.F.	\$131.00	-	144,100.00	0%	144,100.00
15	FIBER OPTIC W/2" CONDUIT	1296	L.F.	\$21.00	-	27,216.00	0%	27,216.00
16	2" FIBER OPTIC CONDUIT	3954	L.F.	\$18.00	-	71,172.00	94%	4,572.00
17	BUILDING ELECTRICAL	1	L.S.	\$115,000.00	-	66,600.00	0%	115,000.00
18	BUILDING MECHANICAL	1	L.S.	\$35,000.00	-	35,000.00	0%	35,000.00
19	SCADA	1	L.S.	\$106,700.00	-	106,700.00	0%	106,700.00
20	BACKUP GENERATOR W/FOUNDATION	1	L.S.	\$124,500.00	-	124,500.00	0%	124,500.00
21	12" PVC C900 RAW ATER MAIN	1240	L.F.	\$68.00	-	84,320.00	0%	84,320.00
22	WET TAP 30" X 12"	1	EA.	\$16,925.00	-	16,925.00	0%	16,925.00
23	EMBANKMENT	1116	CY	\$25.00	-	27,900.00	0%	27,900.00
24	FENCING W/GATES	213	L.F.	\$75.00	-	15,975.00	0%	15,975.00
25	TOPSOIL REMOVAL AND REPLACEMENT	16890	SY	\$1.00	-	16,890.00	0%	16,890.00
26	SUBGRADE PREPARATION	3000	SY	\$2.50	-	7,500.00	0%	7,500.00
27	GRANULAR SURFACING (600 TON X 55)	2685	SY	\$19.00	-	51,015.00	0%	51,015.00
28	GEOTEXTILE FABRIC (180N 6 ROLLS)	2685	SY	\$4.00	-	10,740.00	0%	10,740.00
29	RIP FARMED AREAS	3.46	ACRE	\$500.00	-	1,730.00	0%	1,730.00
30	SEEDING	0.23	ACRE	\$2,500.00	-	575.00	0%	575.00
31	18" CMP CULVERT	40	L.F.	\$88.00	-	3,520.00	0%	3,520.00
32	STRAW WATTLES	2463	L.F.	\$4.00	-	9,852.00	0%	9,852.00
				Original Contract Totals		\$ 1,824,736.00	6%	\$ 1,720,836.00

4.E. Payroll and bills on file.

5. APPROVAL OF MINUTES: Included in Consent Agenda

6. SPECIAL PRESENTATIONS

6.A. Proclamation declaring April 12 through April 18, 2026, as National Public Safety Telecommunicators Week.



City Hall
2500 14th St, Suite 3
Columbus, NE 68601
402-562-4220
columbusne.us

PROCLAMATION

In Recognition of National Public Safety Telecommunicators Week

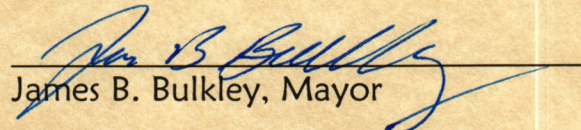
- WHEREAS,** Emergencies can occur at any time, requiring the prompt response of law enforcement, fire, and emergency medical services; and
- WHEREAS,** When an emergency occurs, the prompt and accurate response of public safety telecommunicators is critical to ensuring the safety of our citizens and our responders; and
- WHEREAS,** Public safety telecommunicators are the first and most critical contact our citizens have with emergency services; and
- WHEREAS,** Public safety telecommunicators play a vital role in the chain of emergency response, providing critical information and resources to law enforcement and emergency personnel; and
- WHEREAS,** The professionalism, dedication, and compassion of public safety telecommunicators is essential to the safety and well-being of our community.

NOW, THEREFORE, I James B. Bulkley, Mayor of the City of Columbus, Nebraska do hereby proclaim the week of April 12 through April 18, 2026, as

“National Public Safety Telecommunicators Week”

in Columbus, Nebraska in honor of the men and women of the Columbus/Platte County Joint E911 Communications Center, whose diligence and professionalism is crucial in keeping our city and citizens safe.




James B. Bulkley, Mayor

7. PUBLIC HEARINGS: None

8. PETITIONS AND COMMUNICATIONS: None

9. REPORTS OF CITY OFFICES

9.A. Columbus in Focus - City Administration.

10. REPORTS OF COUNCIL COMMITTEES: None

11. REPORTS OF SPECIAL COMMITTEES: None

12. REPORTS ON LEGISLATION: None

13. NEW BUSINESS

13.A. Application from Advanced Consulting Engineering Services on behalf of Keyes Development, LLC for preliminary plat of Sock Pond Addition and request for waiver of subdivision regulations for length of cul-de-sac to exceed 350-feet (14th Street west of 48th Avenue). (Planning Commission recommends denial.)



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: March 4, 2026
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: Sock Pond Addition – Preliminary Plat

RECOMMENDATION:

I recommend the approval of the preliminary plat of Sock Pond Addition and the request for waiver of subdivision regulation for length of cul-de-sac to exceed 350 feet, as it is amendable with the land use and is in accordance with the Columbus Land Development Ordinance.

DISCUSSION:

The addition consists of 32 lots for residential use. It will be voluntary annexed and rezoned as part of the final plat process. Public improvements include a street with a cul-de-sac, storm sewer, water and sanitary sewer. The storm sewer treatment facility will utilize both the rear of Lots 21-32 in Block A and the City's storm water pre-treatment to Sock Pond.

A request for waive of subdivision on the length of the cul-de-sac is provided.

FISCAL IMPACT:

None.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: Andrew J. Wechner

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

**MAJOR APPLICATION
FOR SUBDIVISION OR ADDITION
APPLICATION TYPE (CHECK BOX):**

PRELIMINARY PLAT

FINAL PLAT

DATE: FEBRUARY 10, 2026

NAME OF SUBDIVISION: SOCK POND ADDITION

NAME OF PROPERTY OWNER: KEYES DEVELOPMENT, LLC

APPLICANT CONTACT INFORMATION:

NAME OF REPRESENTATIVE: LEANNE RITTER, ACES

ADDRESS OF REPRESENTATIVE (to include City, State, Zip):

133 W. WASHINGTON STREET, WEST POINT, 68788

PHONE NUMBER: 402-372-1923

REPRESENTATIVE E-MAIL: LRITTER@ACESNE.COM

NUMBER OF LOTS IN SUBDIVISION: 32

ADDRESS OF SUBDIVISION: K&S SUBDIVISION, 14TH STREET & 48TH AVENUE

PROPERTY OWNER CONTACT INFORMATION:

NAME OF PROPERTY OWNER: KEYES DEVELOPMENT, LLC

ADDRESS OF PROPERTY OWNER (to include City, State, Zip):

2815 14TH STREET, COLUMBUS, NE 68601

PHONE NUMBER: 402-750-7287

PROPERTY OWNER E-MAIL: LANDON.WIETFELD@GMAIL.COM

DEVELOPER INFORMATION:

NAME OF DEVELOPER: KEYES DEVELOPMENT, LLC (LANDON WIETFELD)

ADDRESS (to include City, State, Zip):

2815 14TH STREET, COLUMBUS, NE 68601

PHONE NUMBER: 402-750-7287

DEVELOPER E-MAIL: LANDON.WIETFELD@GMAIL.COM

SURVEYOR INFORMATION:

NAME OF SURVEYOR: TERRY SCHULZ

SURVEYOR LICENSE NO.: 550

ADDRESS (to include City, State, Zip):

133 W. WASHINGTON STREET, WEST POINT, 68788

PHONE NUMBER: 402-372-1923

SURVEYOR E-MAIL: LRITTER@ACESNE.COM

ATTORNEY INFORMATION:

NAME OF ATTORNEY: KATIE SHARP @ JARECKI SHARP & PETERSON P.C., LLO

ADDRESS (to include City, State, Zip):

525 W. STATE STREET, ALBION 68620

PHONE NUMBER: 402-395-1010

ATTORNEY E-MAIL: KATIE@JSPLAWPC.COM

I hereby apply for a Major Subdivision / Addition which follows the Columbus Land Development Ordinance requirements and have paid \$325.00 application fee plus additional lot review fees - Preliminary Plats will be \$20 per lot and Final Plats will be \$15 per lot.

Leanne R. Ritter

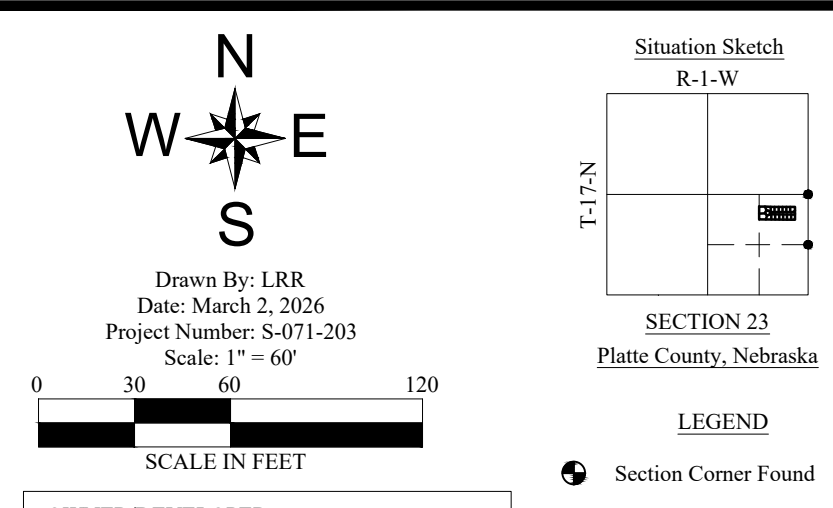
Owner or Owner's Representative

City Attorney

Neal Valorz – nvalorz@1492law.com

Gene G. Schumacher – gschum@1492law.com

UP-TO-DATE INFORMATION CAN BE FOUND IN CHAPTER 2, ARTICLE 3 PROCEDURES AND ADMINISTRATION <https://www.columbusne.us/114/Land-Development-Zoning-Code>



OWNER/DEVELOPER:
 Keyes Development, LLC
 c/o Landon Wietfeld
 2815 14th Street
 Columbus, NE 68601
 Phone: 402-750-7287

ENGINEER:
 John A. Zwingham, PE
 Advanced Consulting Engineering Services, Inc.
 133 W. Washington Street
 West Point, NE 68788
 Phone: 402-372-1923

SURVEYOR:
 Terry L. Schulz, LS
 Advanced Consulting Engineering Services, Inc.
 133 W. Washington Street
 West Point, NE 68788
 Phone: 402-372-1923

Existing Zone: R-1
 Proposed Zone: R-2

Zoning Requirements (R2)
 Front Yard Setback: 20 feet
 Garage: 15 feet to House
 Street Side Setback: 15 feet
 Interior Side Setback: 7 feet
 Rear Yard Setback: 15 feet
 Maximum Height: 30 feet
 Maximum Building Coverage: 50%
 Maximum Impervious Coverage: 65%

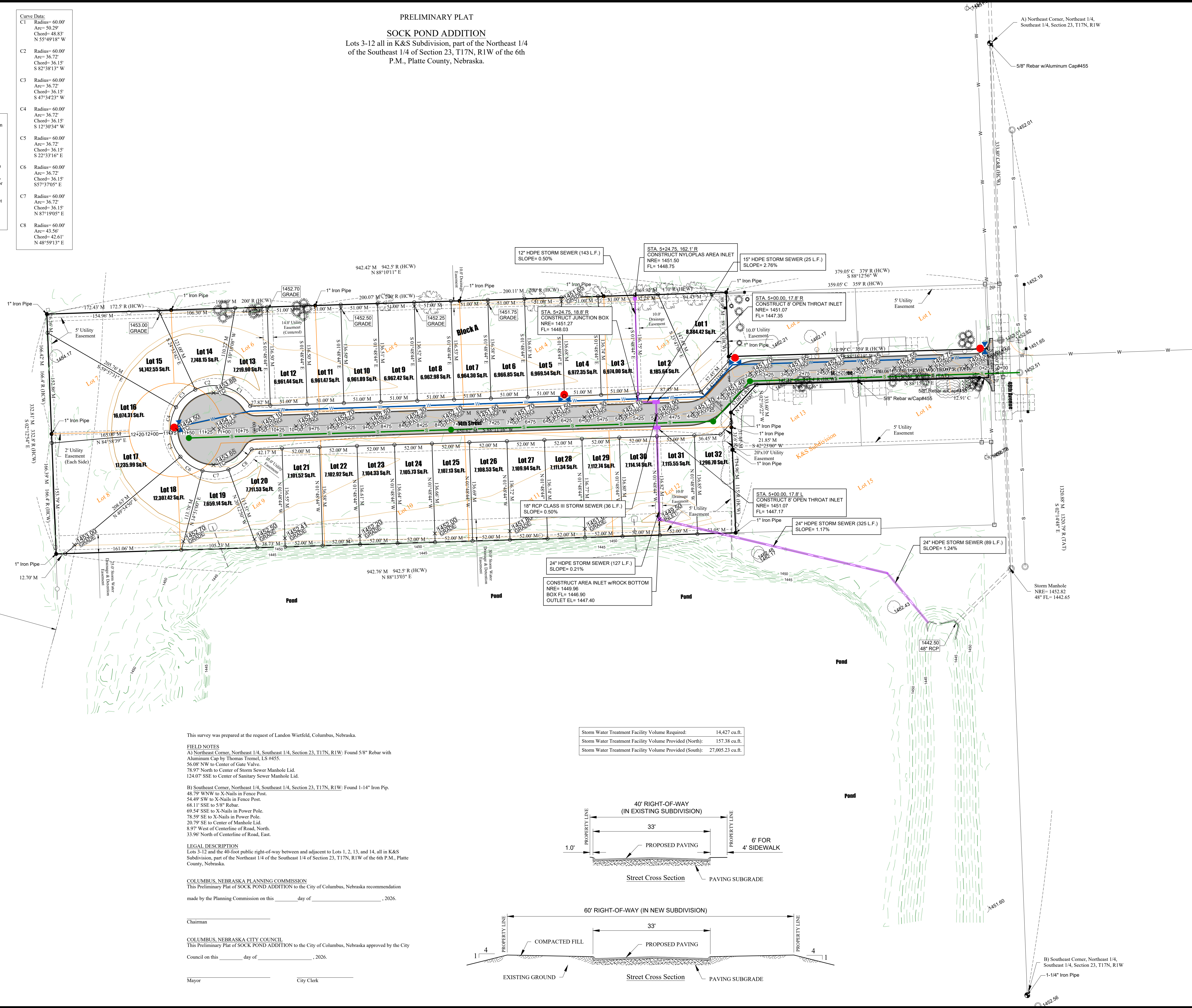
Notes:

- Prior to construction of any kind within 500 feet of the levee, a USACE 408 alteration request in accordance with Engineer Circular 1165-2-220 will be required.
- 500 feet should be measured from the toe of levee.
- This requirement effects all lots within this subdivision.
- There shall be no buildings, structures, wells or fences within the Easement for Construction and Maintenance of the Flood Control Levee.
- No mining for minerals within 100 feet of levee in accordance with the Easement for Construction and Maintenance of the Flood Control Levee.

Curve Data:

C1	Radius= 60.00'	Arc= 50.29'	Chord= 48.83'	N 55°49'18" W
C2	Radius= 60.00'	Arc= 36.72'	Chord= 36.15'	S 82°38'13" W
C3	Radius= 60.00'	Arc= 36.72'	Chord= 36.15'	S 47°34'23" W
C4	Radius= 60.00'	Arc= 36.72'	Chord= 36.15'	S 12°30'34" W
C5	Radius= 60.00'	Arc= 36.72'	Chord= 36.15'	S 22°33'16" E
C6	Radius= 60.00'	Arc= 36.72'	Chord= 36.15'	S 57°37'05" E
C7	Radius= 60.00'	Arc= 36.72'	Chord= 36.15'	N 87°19'05" E
C8	Radius= 60.00'	Arc= 43.56'	Chord= 42.61'	N 48°59'13" E

PRELIMINARY PLAT
SOCK POND ADDITION
 Lots 3-12 all in K&S Subdivision, part of the Northeast 1/4 of the Southeast 1/4 of Section 23, T17N, R1W of the 6th P.M., Platte County, Nebraska.



Storm Water Treatment Facility Volume Required:	14,427 cu.ft.
Storm Water Treatment Facility Volume Provided (North):	157.38 cu.ft.
Storm Water Treatment Facility Volume Provided (South):	27,005.23 cu.ft.

This survey was prepared at the request of Landon Wietfeld, Columbus, Nebraska.

FIELD NOTES

A) Northeast Corner, Northeast 1/4, Southeast 1/4, Section 23, T17N, R1W: Found 5/8" Rebar with Aluminum Cap by Thomas Tremel, LS #455.
 56.08' NW to Center of Gate Valve.
 78.97' North to Center of Storm Sewer Manhole Lid.
 124.07' SSE to Center of Sanitary Sewer Manhole Lid.

B) Southeast Corner, Northeast 1/4, Southeast 1/4, Section 23, T17N, R1W: Found 1-1/4" Iron Pipe.
 48.79' WNW to X-Nails in Fence Post.
 54.49' SW to X-Nails in Fence Post.
 68.11' SSE to 5/8" Rebar.
 69.54' SSE to X-Nails in Power Pole.
 78.59' SE to X-Nails in Power Pole.
 20.79' SE to Center of Manhole Lid.
 8.97' West of Centerline of Road, North.
 33.96' North of Centerline of Road, East.

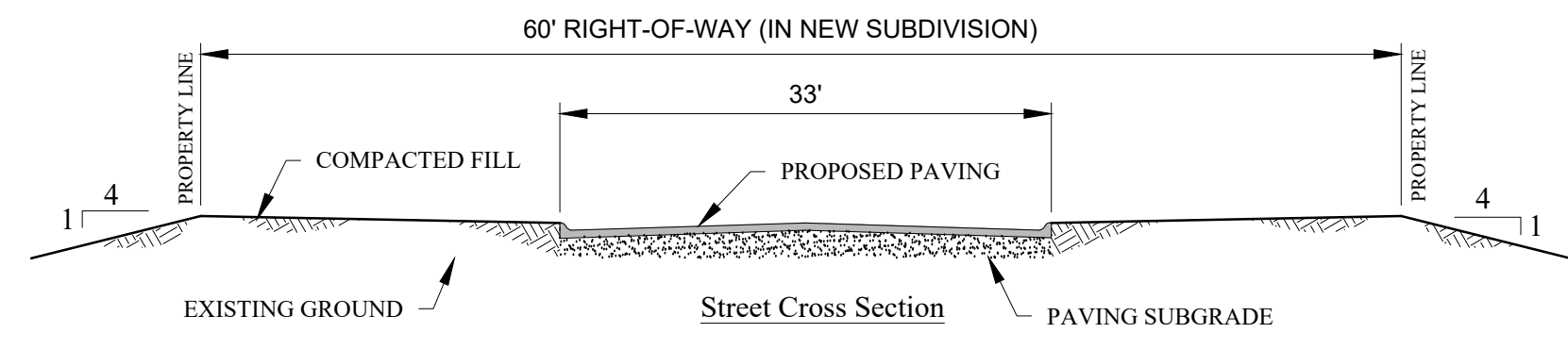
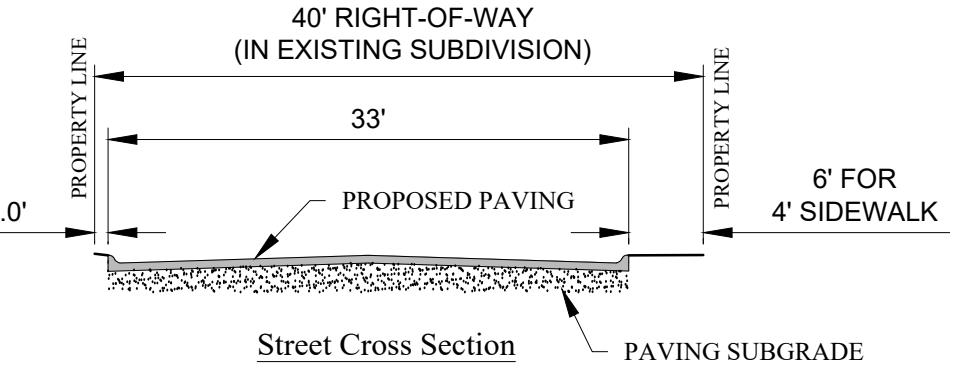
LEGAL DESCRIPTION
 Lots 3-12 and the 40-foot public right-of-way between and adjacent to Lots 1, 2, 13, and 14, all in K&S Subdivision, part of the Northeast 1/4 of the Southeast 1/4 of Section 23, T17N, R1W of the 6th P.M., Platte County, Nebraska.

COLUMBUS, NEBRASKA PLANNING COMMISSION
 This Preliminary Plat of SOCK POND ADDITION to the City of Columbus, Nebraska recommendation made by the Planning Commission on this _____ day of _____, 2026.

Chairman _____

COLUMBUS, NEBRASKA CITY COUNCIL
 This Preliminary Plat of SOCK POND ADDITION to the City of Columbus, Nebraska approved by the City Council on this _____ day of _____, 2026.

Mayor _____ City Clerk _____



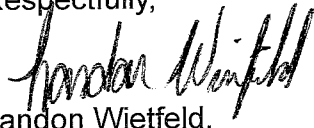
City of Columbus
Planning Commission & City Council
2500 14th Street, Suite 3
Columbus, NE 68601

March 2, 2026

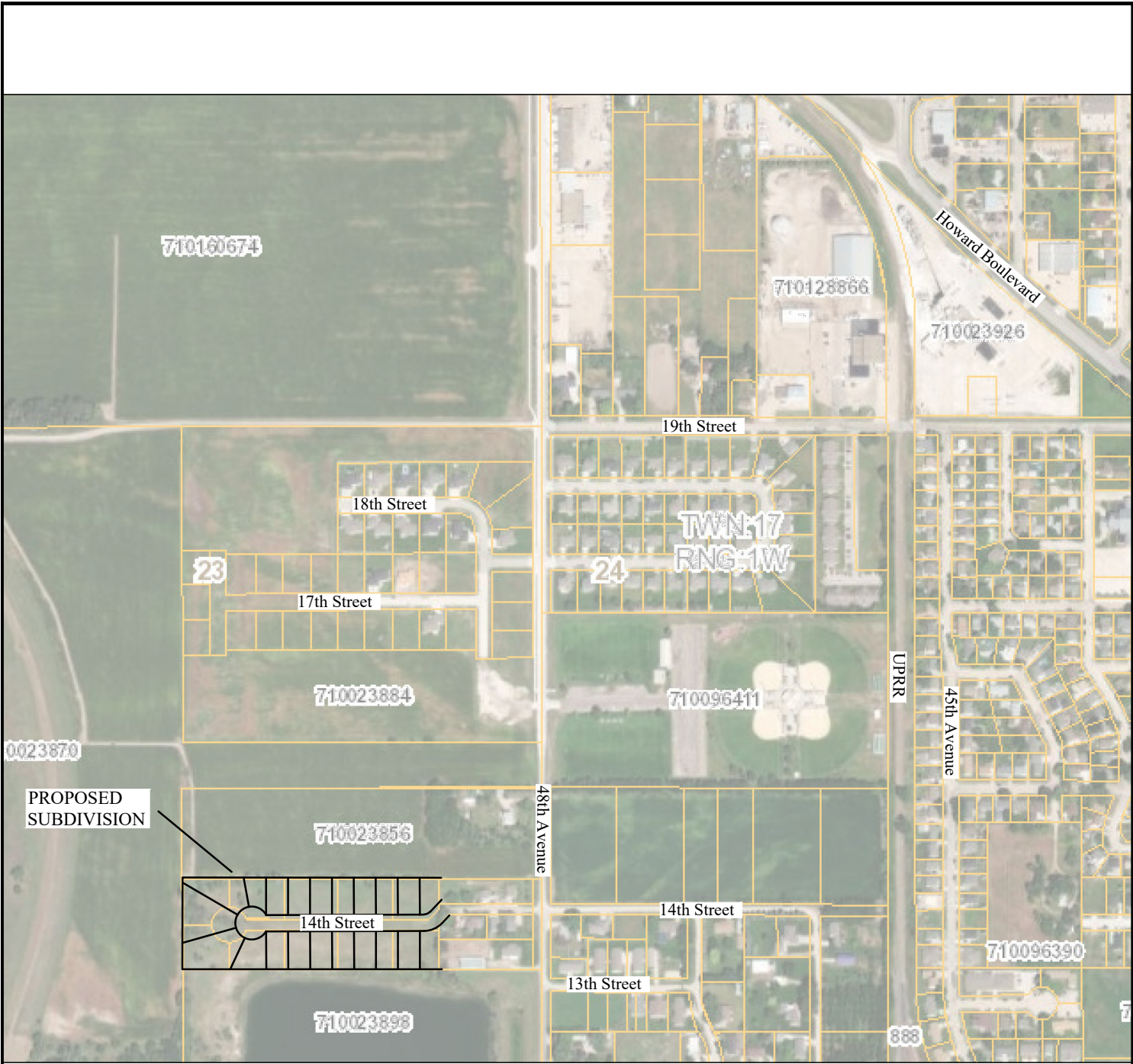
RE: Cul-de-sac Variance

As shown on the plat for Sock Pond Addition, the cul-de-sac exceeds current standards of 350 feet as specified in the City of Columbus Land Development Ordinance. As previously platted in K&S Subdivision, the cul-de-sac length was 1175 feet from 48th Avenue to the center. We respectfully request a waiver of length for the new subdivision to be 1100 feet from 48th Avenue to the center of the new cul-de-sac.

Respectfully,

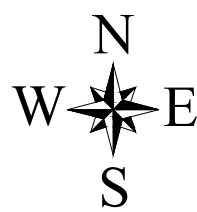
A handwritten signature in black ink, appearing to read "Landon Wietfeld". The signature is written in a cursive, flowing style.

Landon Wietfeld,
Keyes Development, LLC



LOCATION MAP

No Scale



Drawn By: LRR
 Date: January 16, 2026
 Scale: None
 Project Number: S-071-203


**ADVANCED CONSULTING
 ENGINEERING SERVICES**
 West Point & Columbus
 Phone: (402) 372-1923

13.B. Quote from Downey Drilling, Inc. in the amount of \$48,918 for repair, replacement parts, and lining for Well No. 11.

City of Columbus, Nebraska Purchase Request Form

This form must be fully completed before any purchase, contract, or expenditure of City funds.

****When sending to Finance: Subject line on email should read- "Purchase Request Form"**

PROCESS:	AMOUNT:				
	\$999 or less	\$1,000 - \$4,999	\$5,000 - \$24,999	\$25,000 - \$74,999	\$75,000
Purchase Request Form		X	X	X	X
2 Quotes		X			
Dept Head Approval		X	X	X	X
3 Quotes			X	X	
City Administrator Approval			X	X	X
Verification of Funds, Finance Director			X	X	X
Form Bidding Required					X
City Council Approval				X	X

1. Requesters Information

Department / Division: Public Works

Requesting Employee: Chuck Sliva

Supervisor: Jake W

Department Head: Chuck Sliva

Date: 4/1/2026

2. Type of Purchase

- Goods / Supplies / Equipment
- Contractual Services
- Professional Services (QBS)
- Construction / Capital Improvement
- Emergency Purchase

3. Purchase Description:

Fully describe the goods or services and their purpose.

Well 11 replacement / repair parts, liner install and assembly of well.

4. Selected Vendor Information:

Vendor Name: Downey Drilling Contact Name: Adam Messenger
Phone: 308-237-9283 Email: _____
Cooperative Purchasing (State Contract, Sourcewell, etc.): Yes No

5. Cost & Budget:

Total Cost: \$48,918.00
Account Number(s): 520-520-45390 Well Maintenance \$90,000.00 +
Funds Available: Yes No

6. Number of Quotes obtained: Three

If this is a sole source quote please explain:

No

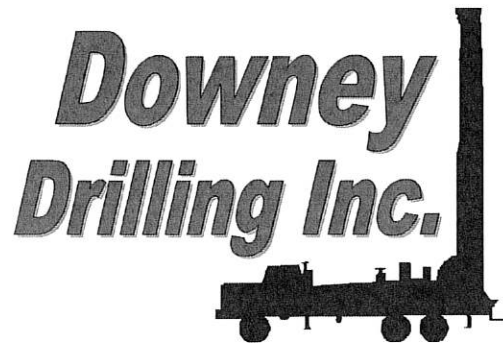
7. Approvals

Supervisor / Designee: _____ Date: _____
Department Head: Chuck Sliva Date: 4/1/2026
City Administrator (if \$5,000+): [Signature] Date: 4/1/26
City Council Approval (if \$25,000+): _____
Verification of Funds:
Finance Director (if \$5,000+): Christopher A. Norquest Date: _____

AS NEEDED: Description of Emergency Purchases

An "emergency" shall be defined as any event that interrupts the normal administration of municipal services, thereby jeopardizing the life, health of citizens.

Describe emergency circumstances and justification.



WELL #11
REGISTRATION NO. G-070343
SECTION 19, T17N, R1E
PLATTE CO
COLUMBUS, NE
2026
PROJECT NO. 324-C1-002-26

75471 Rd 435 / PO Box 278
Lexington, NE 68850
308-324-2303
Corporate Office

695 Hwy 61 South
Ogallala, NE 69153
308-284-1234

3210 Antelope Ave., Ste D
Kearney, NE 68847
308-237-9283

525 Industrial Dr
Garden City, KS 67846
620-277-7971

DOWNEY DRILLING, INC.

PROPOSAL AND ACCEPTANCE

LEXINGTON, NE OGALLALA, NE KEARNEY, NE GARDEN CITY, KS

308-324-2303 308-284-1234 308-237-9283 620-277-7971

TO: **CITY OF COLUMBUS**

Address: **WELL #11**

LEGAL: 0

EXCLUSIONS AND STIPULATIONS

- 1) DIGGERS HOTLINE WILL BE NOTIFIED BY DDI. ALL OTHER PRIVATE UTILITIES ARE THE RESPONSIBILITY OF THE OWNER.
- 2) **DDI DOES NOT GUARANTEE QUANTITY OR QUALITY OF WATER.**
- 3) SITE WILL BE ACCESSIBLE WITH WHEELED EQUIPMENT. IF EQUIPMENT HAS TO BE ASSISTED (PULLED) IN TO SITE, ADDITIONAL CHARGES WILL APPLY.
- 4) LOST CIRCULATION MATERIALS / DRILLING FLUID ADDITIVES ARE NOT INCLUDED
- 5) **DDI SHALL NOT BE HELD RESPONSIBLE FOR ANY MATERIALS AND/OR LABOR BEYOND THE ORIGINAL SCOPE OF WORK PROVIDED IN THIS CONTRACT.**

TERMS AND CONDITIONS

CONTRACT: THIS PROPOSAL AND ACCEPTANCE THEREOF AND THE TERMS HEREIN SET FORTH CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE CONTRACTOR AND THE BUYER. NO MODIFICATION, WAIVER, OR DISCHARGE OF THIS CONTRACT OR ANY OF ITS TERMS SHALL BIND THE CONTRACTOR UNLESS IN WRITING AND SIGNED BY AN OFFICER OF THE CONTRACTOR.

TITLE: THE TITLE TO ALL ITEMS INSTALLED OR CONSTRUCTED IN ACCORDANCE WITH THIS CONTRACT SHALL REMAIN PROPERTY OF THE CONTRACTOR UNTIL THE BUYER HAS PAID IN FULL THE PURCHASE PRICE IN ACCORDANCE WITH THE TERMS OF PROPOSAL. THE CONTRACTOR RESERVES THE RIGHT TO REMOVE SAID ITEMS IF THE BUYER FAILS TO PAY IN FULL AND SHALL HAVE INGRESS AND EGRESS TO THE WELL FOR THIS PURPOSE.

PRICE ADJUSTMENT: IT IS UNDERSTOOD THAT THE DEPTH OF THE WELL AND THE PUMP SETTING AS PROVIDED FOR IN THE PROPOSAL ARE BASED ON THE RESULTS OF THE TEST WELL. IT IS ALSO UNDERSTOOD THAT AT THE TIME THE WELL IS DRILLED AND PUMP IS SET, THE DEPTHS MAY BE MORE OR LESS THAN HEREIN PROVIDED, AND IN THE EVENT THE PRICE FOR THE GRAVEL PACK, DRILLING CASING, AND PUMP SETTING WILL BE ADJUSTED BY APPLYING THE UNIT PRICE IN THE PROPOSAL TO THE DEPTHS AS FINALLY DRILLED OR SET.

PAYMENT:

- 1) **FINANCE CHARGE @ 18% PER ANNUM WILL BE ACCESSED ON OVERDUE ACCTS.**
- 2) **IF PAYMENT IS NOT MADE WITHIN 60 DAYS, DOWNEY DRILLING, INC. RESERVES THE RIGHT TO FILE A LIEN ON THE PROPERTY.**

By: Adam Messenger

Dated this **26TH** day of **MAR** **2026**

The undersigned, buyer, hereby accepts the proposal.

Dated this day of

ESTIMATED QUANTITIES

Prices shall include all applicable taxes and fees.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Price
1.	Mobilization	1	L.S.	\$2,350.00	\$2,350.00
2.	Well Plumbness Verification	1	L.S.	\$1,200.00	\$1,200.00
3.	Furnish and Install 14" Steel Casing with End Seals	76	V.F.	\$253.00	\$19,228.00
4.	Remove & Reinstall motor, wellhead, and Reconnect to Existing Piping for Fully Operational Well	1	L.S.	\$3,000.00	\$3,000.00
5.	Reinstall Pump/Bowl Assembly, Column Piping and line shaft	1	L.S.	\$3,000.00	\$3,000.00
6.	Video Final Inspection	1	L.S.	\$1,200.00	\$1,200.00
7.	Disinfection of Well and Placement into Service	1	L.S.	\$500.00	\$500.00

TOTAL FOR ALL UNIT PRICES Thirty thousand four hundred seventy-eight dollars

(\$ **30,478.00**)

(in words)

(in figures)

Work to be Completed by Downey Drilling, Inc. [BIDDER COMPLETE]

SUBMITTED on March 27, 2026 by the CONTRACTOR indicated below.

CONTRACTOR

Signature: 

Name: Adam Messenger

Company Name: Downey Drilling, Inc.

Address: PO Box 278, Lexington, NE 68850

Telephone No.: 308-324-2303

E-mail address: amessenger@downeydrilling.com

30,478.00
 18,440.00

48,918.00
 Total

Sliva, Chuck

From: Sargent Drilling Geneva <WaterWells@sargentdrilling.com>
Sent: Friday, March 27, 2026 9:40 AM
To: Sliva, Chuck
Subject: RE: Liner quote

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

The cost for the liner installation as per the plans and specifications provided would be \$33,977.00.

Doug

Sargent Drilling

PO Box 367
Geneva, NE 68361
402-759-3902
www.sargentdrilling.com

From: Sliva, Chuck <sliva@columbusne.us>
Sent: Tuesday, March 24, 2026 9:09 AM
To: Sargent Drilling Geneva <WaterWells@sargentdrilling.com>
Cc: Wacha, Jake <Jake.Wacha@columbusne.us>; Absalon, Robert <Robert.Absalon@columbusne.us>
Subject: Liner quote

Doug,

Could you please quote the attached liner work for us? Please send Quote to me.

Thank you.

Thank you

Chuck Sliva
Director of Public Works

Handwritten calculation:
33,977.00
21,177.00

Total \$55,154.00

Sliva, Chuck

From: Sargent Drilling Geneva <WaterWells@sargentdrilling.com>
Sent: Friday, March 27, 2026 9:39 AM
To: Sliva, Chuck
Subject: RE: Quote

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

The cost for the attached pump parts would be \$21,117.00.

Doug

Sargent Drilling

PO Box 367
Geneva, NE 68361
402-759-3902
www.sargentdrilling.com

From: Sliva, Chuck <sliva@columbusne.us>
Sent: Tuesday, March 24, 2026 8:31 AM
To: Sargent Drilling Geneva <WaterWells@sargentdrilling.com>
Subject: Quote

Doug,

Could you give me a quote on the following attached items please. The sooner the better.

Thank you.

Chuck Sliva
Director of Public Works
City Of Columbus Ne.
402-562-4236

QUOTATION

PROVIDER:
Layne Christensen Company
 360 W 52nd Street
 Fremont, NE 68025
 Phone: (402) 359-2042

PURCHASER: City of Columbus
 Attn: *Chuck Silva*
 PO Box 1677
 Columbus, NE 68602-1677
 Phone: (402) 562-4236
 Email: sliva@columbusne.us

DATE: 4/1/2026



Layne Christensen Company ("Provider") offers to furnish the below described equipment, labor, materials, products and/or services ("Work") to the above named "Purchaser" in connection with construction, improvements or maintenance at the project described below.

Project Description: Well #11 Lining - Registration No. G70343

QNTY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL
1	LS	1. Mobilization	7,915.00	7,915.00
1	LS	2. Well Plumbness Verification	6,265.00	6,265.00
76	VF	3. Furnish and Install 14" Steel Casing With End Seals	245.00	18,620.00
1	LS	4. Remove & Reinstall Motor, Wellhead, and Reconnect for Full Operation (Not Applicable - Pump Already Pulled and Repaired By Another Firm)	N/A	N/A
1	LS	5. Reinstall Pump/Bowl Assembly, Column Piping And Line Shaft	5,890.00	5,890.00
1	LS	6. Video Final Inspection	1,920.00	1,920.00
1	LS	7. Disinfection of Well And Placement Into Service	4,850.00	4,850.00
ADDITIONAL PUMP REPAIR PARTS:				
1	EA	Goulds 12CHC, 2-Stage Bowl Assembly w/Wear Rings	9,650.00	9,650.00
6	EA	10" x 10' Column Pipe .365" Wall	1,673.00	10,038.00
2	EA	10" x 5' Column Pipe .365" Wall	1,085.00	2,170.00
7	EA	10" Bearing Retainers	305.00	2,135.00
NOTES:				
		1) As noted above, the existing vertical turbine pumping equipment is already out of the well and has been repaired by another contractor.		
		2) Layne assumes that the overhead power lines will be de-energized by others, or that a minimum of 15' of clearance can be maintained for compliance with OSHA regulations.		
		3) Layne assumes all permitting necessary for the installation of this well liner will be handled by others.		
TOTAL PROJECT				\$69,453.00

PRICING IS BASED ON THE QUANTITIES SPECIFIED ABOVE AND IS SUBJECT TO ESCALATION AFTER _____ AND/OR IF THE ACTUAL QUANTITIES VARY FROM THE ESTIMATED QUANTITIES BY MORE THAN 10%. Unless the words "Lump Sum" appear next to an item of Work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of Work performed by Provider. This Quotation expires thirty (30) days from its issuance, unless mutually agreed between Provider and Purchaser to extend the Quotation.

1. Inclusions: Provider's unit price and lump sum amount(s) shown above includes, but is not limited to the following:
 - a.
2. Exclusions: Provider's unit price and lump sum amount(s) shown above do not include the following:
 - a.

The person signing below represents that he/she is authorized to enter into this Quotation & Contract ("Contract") on behalf of the Company and has received the Provider's Standard Terms & Conditions (Attachment A), which are incorporated here by reference. This Contract, including the Standard Terms & Conditions, are accepted by the following:

Purchaser

City of Columbus

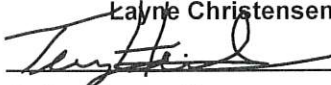
By: _____

Title: _____

Date: _____ PO #: _____

Contractor

Layne Christensen Company

By:  _____

Title: Project Manager III

Date: 4/1/2026

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

14. **RESOLUTIONS**

14.A. Resolution No. R26-51 requesting extension of the completion date for Community Development Block Grant No. 23-DTR-003 for downtown revitalization to May 14, 2027.

DRAFT

RESOLUTION NO. R26-51

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING CITY STAFF TO REQUEST AND APPLY TO THE NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT FOR AN EXTENSION OF THE COMPLETION DATE FOR COMMUNITY DEVELOPMENT BLOCK GRANT NO 23-DTR-003 FOR DOWNTOWN REVITALIZATION TO MAY 14, 2027.

WHEREAS, the City of Columbus, Nebraska, has been awarded Community Development Block Grant (23-DTR-003) from the Nebraska Department of Economic Development in the amount of \$435,000, of which \$200,000 was to be used for commercial rehabilitation, \$200,000 for sidewalks, \$25,000 for general administration and \$10,000 for construction management; and

WHEREAS, this underlying grant agreement was approved by the City via Resolution No R24-75; and

WHEREAS, the City of Columbus, Nebraska, had a contract completion date of May 14, 2026; however, the City needs an additional twelve months to complete the grant, and therefore, an extension of the completion date is being requested.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA that City Staff is hereby authorized to apply for and request from the Nebraska Department of Economic Development an extension of the completion date for Community Development Block Grant No. 23-DTR-003 for downtown revitalization to May 14, 2027.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: March 12, 2026

TO: City Administrator, Tara Vasicek

FROM: Jean Van Iperen, Planning & Economic Development Coordinator

RE: 23-DTR-003 Extension Request

RECOMMENDATION: Approval of the Resolution Requesting an Extension to 23-DTR-003 and Authorize the Mayor to Sign

DISCUSSION: The City of Columbus was awarded CDBG Downtown Revitalization (DTR) grant 23-DTR-003 and are currently requesting a 12-month extension. The current contract end date for the grant is May 14, 2026 and we are requesting an extension to May 14, 2027 to allow additional time to complete remaining project activities. Through the Downtown Revitalization grant, the City of Columbus has awarded ten commercial rehabilitation projects. To date five have been completed and five projects remain under construction.

When the grant was received there was a total of \$200,000 in Commercial Rehabilitation funds awarded. Currently, \$151,356.68 remains available. Once the projects that are presently under construction are completed, the remaining balance is expected to be approximately \$100,000. The City was also awarded \$200,000 for sidewalk improvements. One sidewalk project was completed utilizing \$114,355.58 of the available funds leaving \$85,644.42 remaining that can be used for additional sidewalk improvements.

The City is requesting the extension for the following reasons. Several commercial rehabilitation projects are still in the construction phase and require additional time to reach competition. In addition, the City has recently received renewed interest in the program and would benefit from additional time to review and accept potential new applications. Additional time is also needed to identify another sidewalk location within the downtown district and plan a second sidewalk improvement project using the remaining funds.

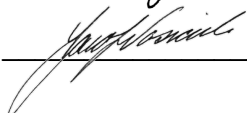
FISCAL IMPACT: None

ALTERNATIVE: Do not approve.

SIGNATURE:

By: 

Concurrence By: Betsy Eckhardt

Approved By: 



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

April 6, 2026

Nebraska Department of Economic Development
Attn: Gina Doose
245 Fallbrook Blvd, Suite 002
Lincoln, NE 68521

Dear Ms. Doose:

On April 6, 2026, the Columbus City Council approved a motion to request a 12-month extension for Community Development Block Grant 23-DTR-003. The current contract end date is May 14, 2026 and the City is requesting a completion date of May 14, 2027.

Commercial Rehabilitation: Columbus has awarded ten (10) projects. To date, five (5) projects have been completed and five (5) projects are pending completion. \$200,000 of Commercial Rehabilitation funds were awarded for this DTR grant with \$151,356.68 currently remaining. When the current pending construction projects are completed, the remaining funding will be approximately \$100,000.

Sidewalk Project: Columbus was awarded \$200,000 for sidewalk projects in the Columbus Downtown district. One sidewalk project was completed. \$114,355.58 of Sidewalk funds were used and \$85,644.42 currently remaining.

Reasons for extension request:

- Time is needed to allow for the completion of commercial rehabilitation construction activities. Multiple projects have been completed but there are several that are still in construction phase and will need additional time to complete the projects. The City of Columbus has some renewed interest recently and would need more time to review and accept any new applications.
- Time is needed to identify sidewalk locations that are in need of replacement to plan a second project with the remaining funds.

Your consideration of this amendment is greatly appreciated. If you have any questions regarding the progress of these projects, please do not hesitate to contact me or Sandra Goode with the Northeast Nebraska Economic Development District at (402) 379-1150 extension 111.

Sincerely,

James B. Bulkley
City of Columbus, Mayor

14.B. Resolution No. R26-52 accepting proposal from BerganKDV for audit services for fiscal years ending September 30, 2026, 2027, and 2028.

DRAFT

RESOLUTION NO. R26-52

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE PROPOSAL FROM BERGANKDV FOR AUDIT SERVICES FOR THE CITY OF COLUMBUS FOR FISCAL YEARS ENDING SEPTEMBER 30, 2026, 2027, AND 2028, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the proposal from BerganKDV for audit services for the City of Columbus, a copy of which is attached hereto and incorporated herein by this reference, is hereby accepted 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 _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Accountability – Honesty
Dedication – Integrity – Respect

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

Memorandum

Date: 3/17/2026

To: Tara Vasicek, City Administrator

From: Betsy Eckhardt, Director of General Services

RE: Proposal for Audit Services

Recommendation:

Approve the continuation of annual audit services with the current auditor for fiscal years ending September 30, 2026, through September 30, 2028.

Discussion:

In February, the City issued a request for proposals for a three-year audit services contract. Two proposals were received, including one from the City's current audit firm.

Following a comprehensive review of both submissions and reference checks, staff evaluated each firm's experience, responsiveness, audit approach, and ability to meet required timelines. Based on this assessment, staff identified that the current auditor has consistently demonstrated timely filings, effective communication, and a collaborative audit process.

Given the importance of maintaining compliance with state audit requirements and ensuring continuity in service, staff recommends continuing with the current auditor.

Fiscal Impact:

- FY 2026: \$74,000, with additional \$5,500 for single audit, if applicable
- FY 2027: \$77,500, with additional \$5,700 for single audit, if applicable
- FY 2028: \$81,000, with additional \$5,900 for single audit, if applicable

Concurrence:

By: Christopher A. Norguest

Signature:

By: Betsy Eckhardt

Approved By: [Signature]

City of Columbus, Nebraska Purchase Request Form

This form must be fully completed before any purchase, contract, or expenditure of City funds.

****When sending to Finance: Subject line on email should read- "Purchase Request Form"**

	AMOUNT: 74,000-86,900 yr				
PROCESS:	\$999 or less	\$1,000 - \$4,999	\$5,000 - \$24,999	\$25,000 - \$74,999	\$75,000
Purchase Request Form		X	X	X	X
2 Quotes		X			
Dept Head Approval		X	X	X	X
3 Quotes			X	X	
City Administrator Approval			X	X	X
Verification of Funds, Finance Director			X	X	X
Form Bidding Required					X
City Council Approval				X	X

1. Requesters Information

Department / Division: Finance

Requesting Employee: Betsy Eckhardt

Supervisor: _____

Department Head: _____

Date: 3/17/2026

2. Type of Purchase

Goods / Supplies / Equipment

Contractual Services

Professional Services (QBS)

Construction / Capital Improvement

Emergency Purchase

3. Purchase Description:

Fully describe the goods or services and their purpose.

This is a contract for Audit Services for fiscal years 2026, 2027 and 2028.

4. Selected Vendor Information:

Vendor Name: Bergan KDV Contact Name: Tim Lens, CPA
Phone: 402-829-5416 Email: timothy.lens@creativeplanning.com
Cooperative Purchasing (State Contract, Sourcewell, etc.): Yes No

5. Cost & Budget:

Total Cost: 74,000-86,900
Account Number(s): 100-100-53200
Funds Available: Yes No

6. Number of Quotes obtained: 2

If this is a sole source quote please explain:

We send to 4 agencies that do municipal audits of cities our size and only received 2 proposals back.

7. Approvals

Supervisor / Designee: _____ Date: _____
Department Head: Betsy Eckhardt Date: 3/17/2026
City Administrator (if \$5,000+): [Signature] Date: 4/2/26
City Council Approval (if \$25,000+): _____
Verification of Funds:
Finance Director (if \$5,000+): Christopher A. Norguest Date: _____

AS NEEDED: Description of Emergency Purchases

An "emergency" shall be defined as any event that interrupts the normal administration of municipal services, thereby jeopardizing the life, health of citizens.

Describe emergency circumstances and justification.



PROPOSAL FOR AUDIT SERVICES

City of Columbus, NE

February 6, 2026

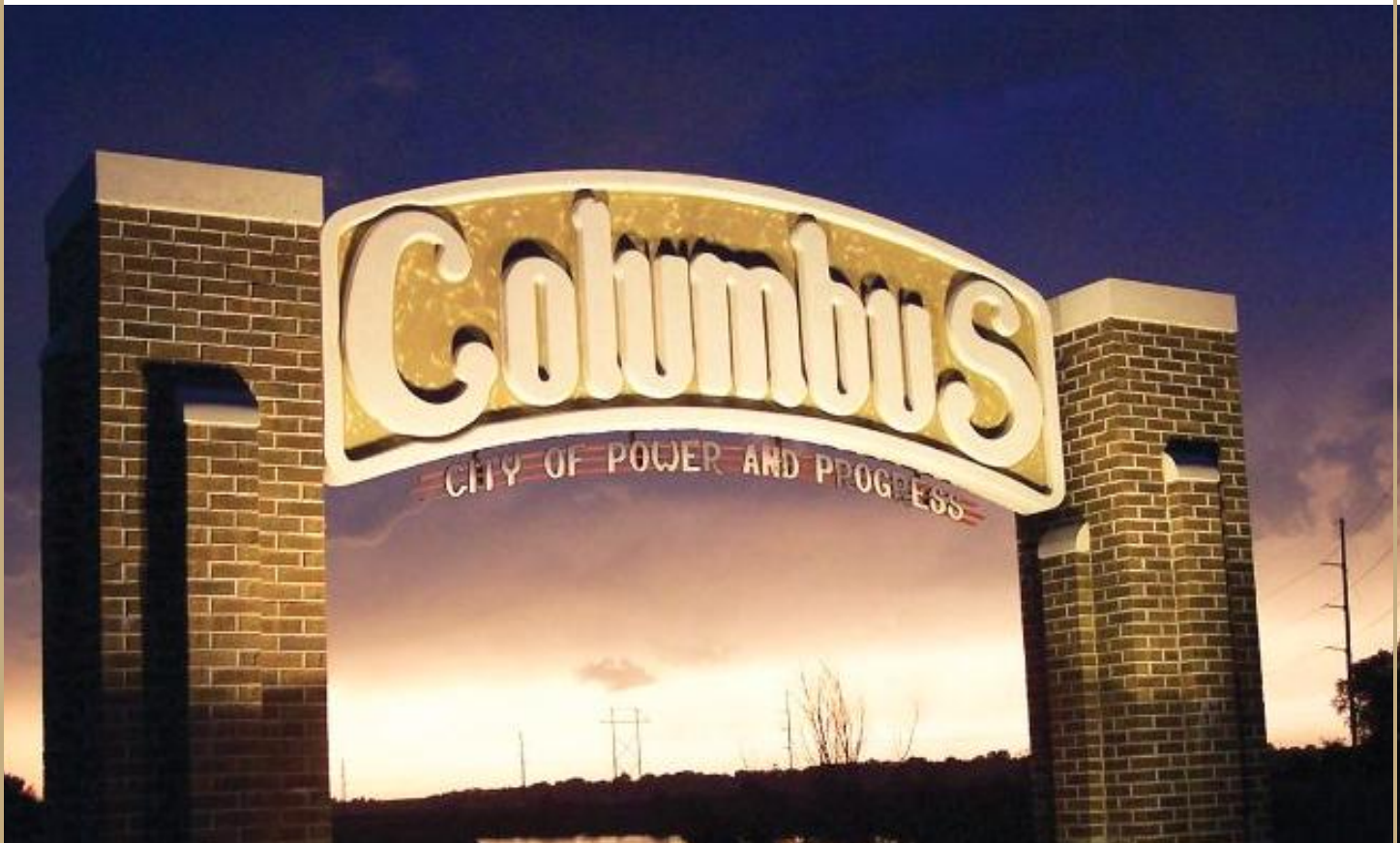


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Certifications and Independence	8

Proposal for Audit Services:

Dedicated Service Team	9
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Client References	18
PlainSight	20
Peer Review	21

Transmittal Letter

Betsy Eckhardt, Director of General Services
City of Columbus
2500 14th Street
Columbus, NE 68602

Dear Ms. Eckhardt,

On behalf of BerganKDV, I am pleased to submit this proposal for audit services for the City of Columbus, Nebraska. We appreciate the opportunity to bid these services and for your consideration to continue to partner with our firm.

The attached proposal addresses the information you requested, including the unique qualifications of BerganKDV, the depth and breadth of the services we will provide your City and our commitment to providing the highest-quality work through a process that is both efficient and effective.

Our services would include, but not be limited to, the following for years ending September 30, 2026-2028.

1. Performing an audit of the City's basic financial statements in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, Federal Single Audit, and other federal, state, and local requirements, as applicable.
2. Providing an opinion on the City's basic financial statements and an "in-relation to" report on the Supplementary Information.
3. Reviewing the City's financial statements and related note disclosures, and supplemental schedules.
4. Reviewing, documenting, and providing recommendations on improving the City's internal control and financial operations.
5. Providing verbal and written guidance on new and ongoing Governmental Accounting Standards Board (GASB) Statements.
6. Meeting with City finance personnel and administration to review the financial statements and a draft of our letter of recommendations for improving the internal control and financial operations of the City.
7. Presenting the financial statements and communications letter to the City Council.
8. Providing bound copies of the report to the City and Nebraska Auditor of Public Accounts, including a searchable pdf of the report, and the communications letter.

9. Being available during the year to provide a wide range of consulting services and answer your questions as they arise.

Our Government Market team is located throughout BerganKDV offices. These individuals work only on our governmental entity clients. We have outlined your upper management team in the “Qualifications” section. In addition to these individuals, we will utilize senior and associate level individuals from our Omaha, Nebraska office.

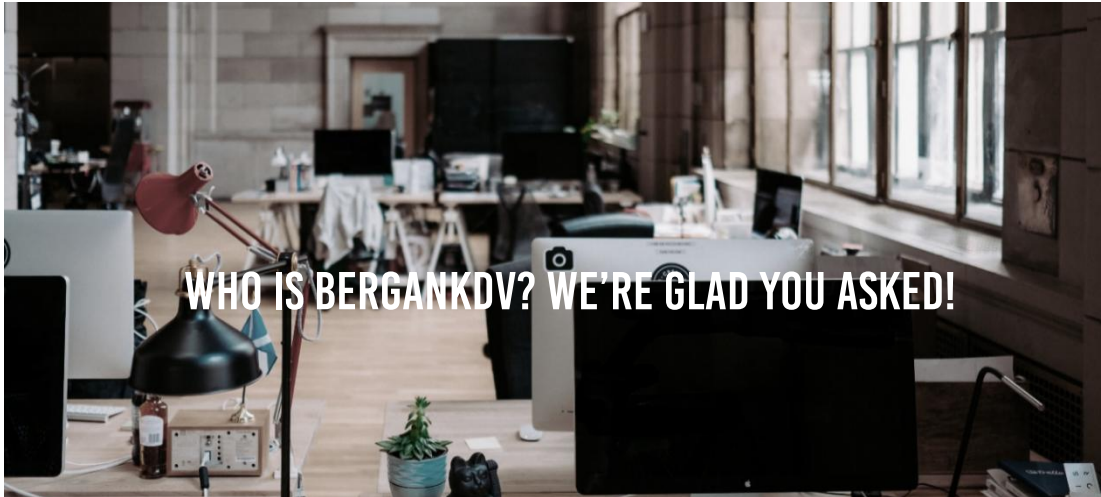
We will work with your representatives to schedule specific fieldwork dates to ensure we are meeting your deadlines. The undersigned is a partner and is authorized to make representations for the firm. This proposal is a firm and irrevocable offer for 60 days.

Sincerely,

A handwritten signature in black ink that reads "Tim Lens". The signature is written in a cursive, flowing style.

Tim Lens, CPA
Omaha, NE // 402.829.5416 // timothy.lens@creativeplanning.com

Firm Profile



We have an extensive background in working with clients through a strategic approach in all aspects; we don't just keep pace with the trends; we stay ahead of the curve. We explore new ways to reduce costs and operate more efficiently.

THE BACKSTORY

The history of our firm began in 1945, and since the beginning, BerganKDV has been firmly rooted in community. Today we are a Top 100 Firm, we operate in multiple states in nine different offices, employ over 450 experts, and service clients across the country. As we continue to grow, we acknowledge that we are not in the business to provide one-size-fits-all solutions. Every client is different - from business problems to personal preferences. We invest the time to understand your needs and customize our services and solutions to meet them. Our playbook consists of business advisory, tax, assurance and accounting, workforce management, technology, wealth management and turnaround management services. Sure, we offer a robust and competitive service portfolio and notable processes but what really makes us different?

As of July 1, 2023, BerganKDV has joined forces with Creative Planning, LLC, one of the largest and most highly respected independent wealth management firms in the country. BerganKDV will continue to provide audit and other attest services to clients, while Creative Planning Business Services entities will provide tax advisory and consulting services to clients. We remain committed to serving governments with our renowned industry expertise, all while having greater resources and expanded connections to further achieve our client's unique goals. From tax and audit to payroll and strategic planning, we offer an array of business services to transform organizations with a long, tenured understanding of governments.

OUR PEOPLE

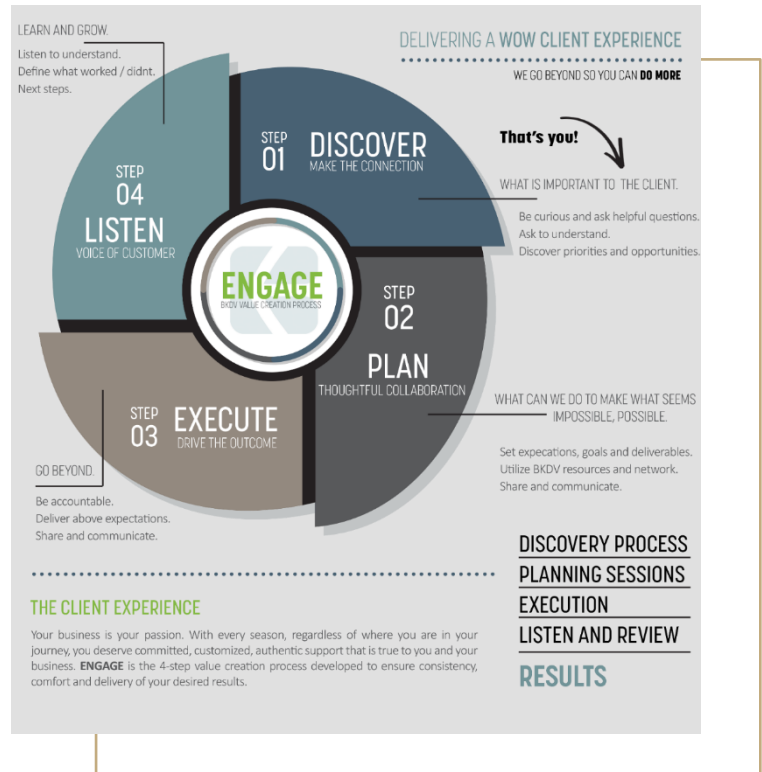
Relationships are at the core of everything we do, and our products and services are designed to meet the specific needs of our clients. When working with BerganKDV, clients find that we focus on earning their trust by being actively involved and focused on helping them be successful in all they do.

PERSONALIZED SERVICE

Our philosophy is to provide timely, quality services that exceed the expectations of our clients. Outstanding client service requires a successful team effort within our firm and with our clients. Providing outstanding service involves enthusiastic, dependable and knowledgeable personnel who are responsible for knowing, understanding and caring about our clients. Our firm believes that outstanding service is a continual process that is refined and enhanced with each client contact.

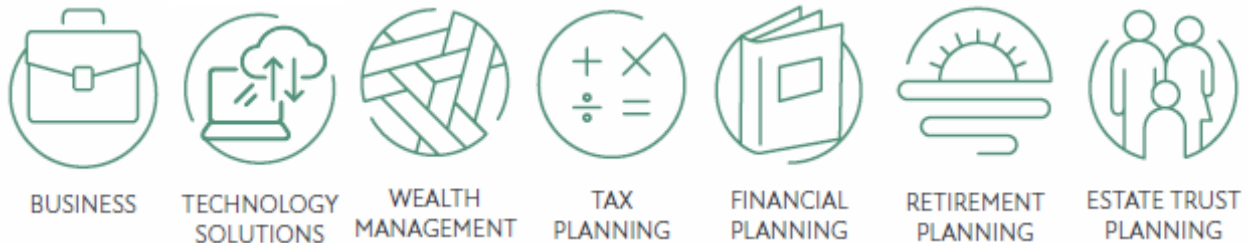
ENGAGE® | Our Proven Value Creation Process

We have aligned our team around our core values and are driven in our commitment to help clients and team members achieve their potential. We help clients reach their goals by utilizing our value creation process. Results of this process have led to more robust client relationships - deeper trust, enhanced communication and minimization of time for all. This process is a key component of our strategy in supporting and helping our clients further their organizations.



Our Business Lines

BerganKDV has a strong bench of resources and expertise available based on needs of the client. This ensures the most effective and efficient results are delivered!



Community Support

At BerganKDV, we believe in giving back. We support the organizations our people and clients are actively involved with. On average, we support multiple events a week in our communities. This year we supported over 35 civic, 15 health and wellness, 10 youth and four arts organizations. BerganKDV's culture promotes community involvement by providing employees with paid volunteer time off.

Vision And Values

We are powered by people who do business the Midwest way delivering comprehensive business, financial and technology solutions. Our firm consists of highly talented individuals that put relationships before business deals and clients before profits. Our values drive our decisions.



Our Focus and Our Promise

Empowering people and creating a wow experience for our clients.

We go beyond so you can **DO MORE**.

We continue to align BerganKDV team member core values and sense of purpose with our firm core values and mission. We hire towards our core values and manage performance through real time feedback corresponding to our core values. We've found that this work results in more open conversations at BerganKDV which impacts employee engagement and client care.

Value Added Services

Our goal is to be your first call when you experience organizational challenges. We believe this can occur only when a relationship is developed and nurtured through strong communication and a thorough understanding of your mission, programs, and operations. We are unwavering in our commitment to our clients and make it our mission to ask the right questions, listen actively, understand your expectations, and deliver results. You can expect a partnership with professionals who value trust, integrity, and relationships.

Extensive Governmental Auditing and Consulting Experience

With over **50 years of experience** serving the government community, we have a great appreciation for the unique issues and complexities that you face. We currently work with over 150 governmental entities, including cities, charter schools, school districts, colleges and universities, and other governmental entities, providing a wide array of services including accounting, auditing, and consulting services.

We are dedicated to **keeping informed** of significant developments in the government community and the impact of those developments on our clients. We accomplish this through formal training, including annual seminars, workshops and professional sponsored classes on governmental accounting, auditing, and reporting requirements. We are a member of the Governmental Audit Quality Center of the American Institute of Certified Public Accountants. The Center maintains standards for quality control in governmental audits for CPA firms nationwide.

In addition, many employees of our firm are members and have participated as instructors and speakers at seminars. These presentations have included GASB implementations, auditing standards updates, levy process and related accounting, property taxes and general fund budget, accounting and finance policies and procedures and fraud.

Peer Review

Our firm is a member of the Private Companies Section of the AICPA Division for CPA Firms. This Division was founded in 1977 by the AICPA to promote CPA excellence and to provide a voluntary, objective means of monitoring adherence to professional standards. Each member firm is required to periodically subject its audit and accounting practice to a comprehensive quality review by specially trained outside CPAs. Our last such review was just performed recently, and we received a clean report on our practices and methods. A copy of our last peer review report is included on page 21.

Assistance with Certificate of Achievement

Our firm is very familiar with the requirements necessary to obtain the Certificate of Achievement. We currently assist several of our clients with preparation of their annual comprehensive financial report to meet the criteria for GFOA's Certificate of Achievement for Excellence in Financial Reporting. We assisted several of these clients with their initial application, and all were successful on their initial and all subsequent submissions.

Certifications and Independence

We recognize when we audit a governmental entity, we are required to be familiar with certain rules, regulations, and requirements and, as a firm we are required to meet certain requirements. In that regard, we make the following affirmations:

- ◆ Our firm meets the independence requirements relating to the City defined by auditing standards generally accepted in the United States of America and Government Auditing Standards issued by the Comptroller General of the United States.
- ◆ Our firm and all assigned key professional staff are properly licensed to practice in the State of Nebraska.
- ◆ Our firm is a member of the American Institute of Certified Public Accountants and the Nebraska Society of Certified Public Accountants.
- ◆ Our firm has never had a report rejected or classified as substandard by any state or federal agency, or by the Government Finance Officers Association.
- ◆ Our firm has never had and currently does not have any pending disciplinary actions or investigations for alleged improper, fraudulent, disreputable, or unfair activities against our firm with state regulatory bodies or professional organizations.
- ◆ We accept the professional obligation concerning the American Institute of Certified Public Accountants Interpretation 501-3 “Failure to Follow Standards and/or Procedures or Other Requirements in Governmental Audits.”
- ◆ Our professional personnel have received adequate continuing education to follow Government Auditing Standards and have received adequate continuing professional education over the past two years.
- ◆ Our firm is an equal opportunity employer and does not discriminate in employment of persons upon the basis of race, color, creed, national origin, sex, age, or physical handicap, and have an affirmative action plan in place.
- ◆ We do not expect any potential audit problems and are not aware of any conflicts of interest about any work performed by the firm for the City.
- ◆ We acknowledge and have adequate personnel to comply with the audit schedule provided in the request for proposals.
- ◆ Our firm shall maintain during the life of this contract, Professional Liability Insurance, naming and protecting the City against claims for damages resulting from the firm’s errors, omissions, or negligent acts. Such policy will contain a limit of liability not less than three million dollars. The insurance will be written by a company duly authorized and licensed to do business in the State of Nebraska and will be maintained until all auditing work has been completed and accepted by the City. A certificate of insurance evidencing policies will be furnished to the City and such certificate will specifically indicate that insurance policies shall give the City at least thirty (30) days written notice in the event of cancellation or material change in any of the policies.

Proposal for Audit Services

Dedicated Service Team



Tim Lens, CPA, Partner

Omaha, Nebraska office

Education: Bachelor of Science in Business Administration from Midland University

Experience, Professional and Civic Activities:

- ◆ Twenty+ years of experience in auditing governmental and nonprofit entities
- ◆ American Institute of Certified Public Accountants
- ◆ Nebraska Society of Certified Public Accountants, Chair of the State & Local Governmental Accounting & Auditing Committee
- ◆ Omaha Running Club, Board of Directors Treasurer and Race Director
- ◆ Attends continuing education, workshops and conferences on city and school district accounting and reporting requirements on an annual basis that qualifies as "yellow book" continuing professional education
- ◆ Attends workshops on governmental and single audit accounting, auditing and reporting on an annual basis
- ◆ Certified Public Accountant, licensed to practice in the State of Nebraska

Tim specializes in:

- ◆ Planning, performing, and supervising governmental financial statement audits
- ◆ Preparing and reviewing governmental financial statements
- ◆ Analyzing internal controls, policies and consulting on accounting policies and procedures manuals

Dedicated Service Team



Nancy Schulzetenberg, CPA, Concurring Partner

Education: Bachelor of Science in Accounting from Mankato State University, graduated Summa Cum Laude

Experience, Professional and Civic Activities:

- ◆ Thirty+ years of experience in auditing governmental and nonprofit entities
- ◆ Member of the Quality Control Committee for our firm
- ◆ Appointed by the Commissioner of Education to serve as a member of the Minnesota Department of Education’s Advisory Committee on Financial Management, Accounting and Reporting
- ◆ Attends continuing education, workshops and conferences on city and school district accounting and reporting requirements on an annual basis that qualifies as “yellow book” continuing professional education
- ◆ Member of the Special Review Committee of the Government Finance Officers Association whose purpose is to review Annual Comprehensive Financial Reports to determine eligibility for the Certificate of Achievement for Excellence in Financial Reporting
- ◆ Presenter at the Minnesota Association of School Business Officials Annual Conference, the Central Minnesota Educational Research & Development Council’s Annual Conference, the MN Government Finance Officer’s Association’s Annual Conference, and BerganKDV sponsored seminars
- ◆ Instructor at the Minnesota Association of School Business Officials Institute and the Minnesota Association of School Business Officials Certification Program
- ◆ Member of Minnesota Society of Certified Public Accountants, American Institute of Certified Public Accountants, Minnesota Association of School Business Officials, and Government Finance Officers Association
- ◆ Certified Public Accountant, licensed to practice in the State of Minnesota

Dedicated Service Team



Jason Moses, CPA, Audit Manager

Bachelor of Science in Accounting - Missouri State University. Jason has supported a range of audits and assurance engagements for governmental and nonprofit clients, including work with HUD authorities and public housing clients. He is known for his thorough approach to audit execution and his ability to communicate complex financial issues clearly to client leadership.

Experience

- ◆ Over ten years of professional experience providing GAAP and ACFR financial reporting, evaluating internal controls, and performing financial statement and Single Audits in compliance with OMB Circulars and Uniform Guidance
- ◆ Leads the planning, fieldwork, and reporting phases for a wide range of governmental audits, including cities, school districts, and counties.
- ◆ 8 years of experience in assurance services for HUD entities and multi-family housing authorities
- ◆ Experience leading engagements across the Midwest including Missouri, Iowa, Nebraska, Kansas, and Minnesota.
- ◆ Attends continuing education events on governmental and single audit compliance to meet all regulatory requirements

Professional and Civic Activities:

- ◆ Certified Public Accountant, licensed to practice in the State of Missouri and Kansas.
- ◆ Missouri Society of Certified Public Accountants.
- ◆ American Institute of Certified Public Accountants.
- ◆ Serves on the Young Professionals Board (YPB) with Special Olympics Missouri

Dedicated Service Team

Office Performing Audit

As mentioned earlier in the Letter of Transmittal, our governmental team is located throughout BerganKDV's offices. This team consists of 7 audit partners, 7 audit managers/directors, 1 director of consulting, 9 supervisors/seniors and 16 associates, all that primarily focus on governmental entities. In addition, we have another partner, a manager, and 5 associates that all have experience working on governmental audits. This team will allow us to meet your reporting deadline. In addition to individual resumes listed on pages 9-11, we will utilize and 3 associate level members on your audit engagement. All partners, directors and managers are CPA's.

Commitment to Staff Continuity and Training

To keep continuity and efficiencies high, we believe that consistent team members are advantageous for both our firm and your organization. We pride ourselves on maintaining the right balance of continuity on each of our engagements to ensure a "fresh" look at the annual audit process. Rotation of senior level staff only occurs after the merits of such rotation have been discussed and approved by your organization.

Independence

Our firm has no conflict of interest regarding any other work performed by our firm for your organization. Our firm meets the independence requirements relating to your organization as defined by auditing standards generally accepted in the United States of America. We annually review independence related to all our client relationships as part of our internal control compliance process.



Audit Approach and Timeline

Our goal for you is to create value and to minimize surprises. We do this through a specific, well planned audit. What makes BerganKDV unique from other firms is that we continually improve our audit process beyond what is expected by our profession. A few of the BerganKDV advantages:

- ◆ **Collaborative Audit Process.** We see the audit process as a joint effort with you and BerganKDV. We want to work together to make it as painless as possible.
- ◆ **A comprehensive view of the City's financial health.** Through our extensive government experiences, we understand a City's health is not only about the finances. The vision, mission and programming provide the blueprint for the City's direction. We review this information in relation to the financial statements and provide our observations based on a comprehensive view of the City's health.
- ◆ **Technology resource on internal controls.** Technology experts from the BerganKDV Technology Group can assist in evaluating your technology controls. Their expert advice has proven to be a valuable resource as they answer technical questions and offer specific recommendations.
- ◆ **Supervisors, managers and partners on-site.** The involvement of our supervisors, managers and partners in the field is essential to being a trusted partner and delivering an exceptional client experience. We believe it is important to be on-site and available to answer questions. This also allows our managers and partners to review documentation throughout the process.
- ◆ **Meeting communications.** Our presentations are designed to capture information that is useful and meaningful. Our presentations are focused on audit results, trends, and other information relevant to your City and related entities, not details of the financial statement amounts.

Beyond Expectations

BerganKDV takes a four-phased audit approach that gets results by:

- ◆ Leveraging what is working well.
- ◆ Focusing on pre audit planning, collaboration, and communication.
- ◆ Staying accountable to a schedule.
- ◆ Meeting with you and your team to ensure every detail has been finalized and the audit is complete.
- ◆ Exchanging information regarding our performance, opportunities to enhance experiences and future strategic opportunities.

Our audits are designed to focus our energy and our audit tests on the areas of your operations that contain the most risk. This equates to a better product for the City.

Phase One - Initial Planning and Program Development (September)

Our main objective is to get to know the City as a resident or employee would. We want to understand not only your finances, but also your operational goals and objectives. What makes your City unique? How can that knowledge help us perform the best audit possible? When those questions are answered, we know we achieved our goal for Phase One.

During this phase, we gather the information we need to create an effective audit program and make preliminary judgments of materiality. Highlights include:

- ◆ Reviewing your internal control documents and interviewing your key employees and representatives to gain operational information.
- ◆ Discussing your goals, objectives, and the current challenges facing your operations; those are then shared across your BergankDV team and incorporated into our audit plan.
- ◆ Obtaining population sizes ranging from 25-60 for certain transactions-based finance systems and selecting which transactions we will test for internal control and compliance testing. Selections will be based on our data analysis results, analyzing transactions on a risk-based level.
- ◆ Obtaining your current financial reports and budgets and perform overall analytical review procedures.
- ◆ Obtaining applicable City organizational charts, policies, bond documents, leases, and other legal contracts.
- ◆ Reviewing with your staff our audit documentation requests. **We audit and request information that is used internally by your staff to manage operations, we do not require specific templates to be used.**

We will work with the management team to determine the preferred means of communication, whether phone or email. In addition, we utilize Suralink, a workflow management software that improves efficiency by streamlining our audit request process. The simple interface includes team assignments and deadlines, so there are no misunderstandings on expectations.

Our audit process incorporates automated audit tools (Knowledge Coach) and work papers to provide our clients with timely information and effective and efficient audits. In addition, we use CCH's TeamMate Analytics, an Excel add-on used to extract and analyze data quickly and efficiently. We also subscribe to various benchmarking and data analysis providers.

Your Expected Role: Provide BergankDV with policies, internal control documents and a preliminary trial balance; provide contact information for all board members and staff so we may set up appointments/interviews with selected representatives; begin to gather documentation for fieldwork.

Phase Two - Audit Program Execution (Preliminary Fieldwork - December) (Final Fieldwork - February)

Project execution is performing the procedures outlined in your audit plan as developed in Phase One. Our audit procedures will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. We will discuss potential ideas and best practices with your personnel relating to our recommendations for improving internal control, procedures and compliance with laws and regulations. Any issues identified, proposed audit adjustments, or other recommendations will be discussed with management throughout the execution of our audit procedures. We perform test work with as little disruption as possible to City staff's regular duties.

Highlights of this phase include:

- ◆ Auditing year-end account balances, testing internal control, assessing compliance to determine if your systems and controls are functioning as designed.
- ◆ Using sampling techniques to test areas including transactions, internal controls and legal compliance using the scope mandated by the Office of the State Auditor. Sample sizes range from 25-60 based on our risk assessment.
- ◆ Using IDEAS data mining software, we look for trends and anomalies in your payroll, vendor payment, and cash receipts process.

***Your Expected Role:** Be available to answer questions during scheduled audit fieldwork, provide audit workpapers or reconciliations with documentation that is reasonable and reviewed during Phase One.*

Phase Three - Post-Audit Critique and Exit Conference (February - March)

This phase of the audit includes reviewing all the components of the financial statements and preparing the communications letter and relevant financial trend data for the Council presentation. Finally, opinions on the financial statements, Government Auditing Standards and Single Audit, if required, will be prepared. We will then present this information to management allowing you time to review the financial statement reporting package including the draft financial statements and any internal control findings or recommendations that arise during the audit. This phase allows you time to assess, discuss and develop a corrective action plan, if needed.

***Your Expected Role:** Review preliminary financial statements and reports to provide BerganKDV with input and feedback.*

Phase Four - Presentation of Audit Report

The final phase of the process is the presentation of the reports to the City Council. The presentation provides the governing body with information about the year's financial activity compared to past trends and expected results. We also provide other relevant and interesting observations relating to your financial statistics that will help provide the governing board with a deeper understanding of your operations. We understand all organizations have individual needs and we look forward to getting your feedback on graphs and statistics.

Professional standards require that we provide you with information regarding the auditor's responsibility under generally accepted auditing standards, significant accounting policies, accounting estimates and management judgments, significant audit adjustments, other information in documents containing audited financial statements, disagreements with management, consultation with other auditors, major issues discussed with management prior to retention as auditors and difficulties encountered in performing the audit. We will provide this information in written form via the communications letter and will discuss with administration during the review of the preliminary audit report.

***Your Expected Role:** Provide BerganKDV with information and feedback for presentation preferences.*

Fees

Our fees for the services are based on the amount of time and the level of experience of the individuals who perform the services. In addition, we assume that the City's accounting personnel will provide the appropriate workpapers, documents, schedules, and clerical assistance, we will not encounter any significant or unusual circumstances which will affect the scope of our engagement, and no significant changes to the City's operations will occur. However, if situations arise which affect the scope of the engagement, we will discuss them with you prior to incurring the additional cost. **At no time will we bill the City for extra time or charges unless we have verbal communication regarding the issues, your options, and an agreement for additional fees.**

The following is a description of the services we will provide under this agreement for the years ending September 30, 2026 through 2028:

- Performing an audit of the City, in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards; and Uniform Guidance, when applicable;
- Providing an opinion on the basic financial statements and an "in-relation to" report on the supplementary information;
- Providing separate reports required under Government Auditing Standards, Federal Awards as required under Uniform Guidance, as applicable;
- Drafting the financial statements;
- Presenting the financial statements and communication letter to the City Council; and

The fee for the mentioned services will be:

September 30, 2026 \$ 74,000, with additional \$5,500 for single audit, if applicable

September 30, 2027 \$ 77,500, with additional \$5,700 for single audit, if applicable

September 30, 2028 \$ 81,000, with additional \$5,900 for single audit, if applicable

The above single audit fees are for testing one federal program. If more than one federal program is required to be tested, additional fees will be negotiated.

Billing and Collection Expectations

Our fees are due as services progress and are generally billed at the completion of each phase of the audit. These invoices are payable on presentation. Invoices are delinquent if not paid within 60 days.

Off-season Communication

We encourage questions throughout the year and ask our clients to submit to us their monthly financial statements and board of director minutes, so we can stay abreast of their operations, and identify/resolve any issues prior to year-end. We will not invoice additional amounts unless substantial research or work is required, in which case, we will discuss the scope of any additional work and proceed only after we have reached a mutually agreeable fee arrangement.

Out of Scope Professional Services

We do not surprise bill. If during our engagement you request additional services which require more than a minimum amount of time, we will provide an engagement letter with the fees and services specified, only after we have verbal communication and agreement. Additional special projects and consulting requested during the year will be billed at an hourly rate commensurate with the level of experience required.

Client References

A few of our municipality clients serviced are listed below and we encourage you to contact them.

City of Gretna, Nebraska
Paula Dennison, City Administrator
402.332.3336

City of La Vista, Nebraska
Meg Harris, Finance Director
402.331.4343

City of Grand Island, Nebraska
Patrick Brown, City Administrator
308.385.5444



Over the past year, BerganKDV has served as independent auditor or consultant for many Cities as listed below. Audit clients awarded the GFOA Certificate of Excellence in Financial Reporting are identified with an asterisk.

Minnesota Cities

Population (0-2,000)	Population (2,001-5,000)	Population (5,001-15,000)	Population (15,001+)
Clear Lake	Clearwater	Baxter*	Albert Lea*
Dundas	Cold Spring	Big Lake*	Brooklyn Park*
Eden Valley	Elko-New Market	Cloquet*	Crystal*
Hilltop	Hanover	Detroit Lakes*	Eden Prairie*
Richmond	Independence	Fairmont*	Edina*
Silver Bay	Le Seuer	Falcon Heights*	Elk River*
Watkins	Mora	Fergus Falls*	Faribault*
	Nowthen	Mendota Heights	Forest Lake*
	Osseo	Oak Grove	Ham Lake*
	Rockville	Otsego*	Hastings*
	Two Harbors	Sauk Rapids	Maplewood*
		St. Joseph	Minnetonka*
		Wyoming	New Brighton*
			Richfield*
			St. Cloud*
			Sartell

Iowa Cities

Population (0-2,000)	Population (2,001-5,000)	Population (5,001-15,000)	Population (15,001+)
North English	Cascade	Fort Madison	Coralville
	Center Point	Independence	Marion
	Dyersville	Knoxville	North Liberty
	Epworth	Le Mars	Ottumwa*
	Evansdale	Pella	Sioux City*
	Peosta	Red Oak	Waterloo*
		Tiffin	

Nebraska Cities

Population (0-2,000)	Population (2,001-5,000)	Population (5,001-15,000)	Population (15,001+)
Boys Town	Ashland	Gering	Columbus
	Bennington	Gretna	Grand Island
		Scottsbluff	Kearney
			La Vista*

Missouri Cities

Population (0-2,000)	Population (2,001-5,000)	Population (5,001-15,000)	Population (15,001+)
	Riverside*		Washington*

PLAINSIGHT

POWERED BY CREATIVE PLANNING

EMPOWER AND PROTECT



With Creative Planning's PlainSight, you can empower your employees to speak up when they witness fraudulent activity through an easily accessible and completely anonymous hotline system. Based on the tip criteria, our certified team of fraud professionals is available to investigate and report back with next steps if fraudulent evidence is discovered.

A Tip Could Be All It Takes

You can rest assured as a business leader that your employees are equipped with a powerful and safe service that protects your company against those who wish to harm it.

Our Promise to You

We'll work directly with you to establish an implementation and use strategy that fits your needs and coordinate with you when tips become viable signs of potential fraudulent activity. Safety and anonymity are our main priorities for your business. Our goal is to highly encourage hotline usage and promote the idea that no tip is too small to make a difference.

It's estimated that organizations lose 5% of revenue each year due to fraud with average losses being around \$1.5 million. **Don't foot the bill to fraudsters.**

More Than a Phone Line

What other services are included when you utilize PlainSight for your fraud detecting needs?

- ◆ Easy to use web submission site
- ◆ Communication packages to educate and inform your employees
- ◆ On-demand employee training for how to use the service and signs of fraud
- ◆ Admin-level access to review items and communicate with our Forensic Team

Let our team of specialists grant you peace of mind and educate your employees to make the call today that may save you tomorrow.

FIND YOUR PEACE OF MIND

CREATIVEPLANNING.COM | PLAINSIGHT@CREATIVEPLANNING.COM

Peer Review



Report on the Firm's System of Quality Control

To the Partners of
BerganKDV, Ltd.
and the Minnesota Society of CPAs Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of BerganKDV, Ltd. (the Firm) in effect for the year ended March 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitation of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of BerganKDV, Ltd. in effect for the year ended March 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. BerganKDV, Ltd. has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Landmark PLC".

Little Rock, Arkansas
September 19, 2023

Landmark PLC, Certified Public Accountants

200 W Capitol Ave, Ste 1700 | Little Rock, AR 72201 | Telephone (501) 375-2025 | Fax (501) 375-8704 | www.landmarkcpas.com



THANK YOU.

402.829.5416 | TIMOTHY.LENS@CREATIVEPLANNING.COM



This presentation is provided for general information purposes only and should not be construed as investment, tax, or legal advice, and does not constitute an attorney/client relationship. Past performance of any market results is no assurance of future performance. The information contained herein has been obtained from sources deemed reliable but is not guaranteed.

14.C. Resolution No. R26-53 approving Amendment No. 1 to the engineering services agreement with HDR Engineering, Inc. in the amount not to exceed \$90,749.40 for right-of-way acquisition services for the 8th Street and 12th Avenue intersection project. CIP #25-35

RESOLUTION NO. R26-53

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT NO. 1 TO THE ENGINEERING SERVICES AGREEMENT WITH HDR ENGINEERING, INC. IN THE AMOUNT NOT TO EXCEED \$90,749.40 FOR RIGHT-OF-WAY ACQUISITION SERVICES FOR THE 8TH STREET AND 12TH AVENUE INTERSECTION PROJECT; 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, City of Columbus entered into an engineering services agreement with HDR Engineering, Inc. for design phase services via Resolution No. R25-26 on April 21, 2025; and

WHEREAS, scope of services in Amendment No. 1 to the engineering services agreement was reviewed and negotiated between the City of Columbus and HDR Engineering, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Amendment No. 1 to the engineering services agreement with HDR Engineering, Inc. in the amount not to exceed \$90,749.40 for right-of-way acquisition services for the 8th Street and 12th Avenue intersection project, 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 _____, 2026.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: April 1, 2026
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: Amendment No. 1 Engineering Services Agreement
8th Street and 12th Avenue Intersection Design

RECOMMENDATION:

I recommend approval and signing of Amendment No. 1 to the Engineering Services Agreement with HDR Engineering, Inc. in the amount of \$90,749.40 for right-of-way acquisition services for the 8th Street and 12th Avenue Intersection project.

DISCUSSION:

The amendment is for right-of-way land acquisition services in support of the project to construct a roundabout at the intersection of 8th Street and 12th Avenue. Services include landowner outreach, communications, and negotiations; title reports by a registered abstractor; appraisals data and preparation; landowner in person meetings; relocation study and assistance from Midwest Right-of-Way Services; and project management.

For the purposes of a roundabout, there are 6 total properties of which 3 are total takings, one partial taking, one permanent easement and one temporary easement. The City of Columbus will be responsible for payment for property acquisition costs and relocations. Barring any need for condemnation proceedings, the acquisition services are planned to be completed by September 2026. Relocation efforts may exceed this date. These services do not include demolition or site preparation. The Engineering Department will provide tract maps, legal descriptions, and legal and surveying services.

FISCAL IMPACT:

\$90,749.40 part of 2025-2026 Budget CIP 25-35 in the amount of \$1,000,000. The agreement with this amendment amount is \$240,744.40 which was partial paid from last fiscal year budget CIP.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

AMENDMENT #1 TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on April 21, 2025 to perform engineering services for The City of Columbus ("OWNER") for the 8th Street & 12th Avenue Intersection Design Project.

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I shall be amended to include the additional services detailed in Attachment A to this Amendment.

Section IV shall be amended to increase the maximum-not-to-exceed contract fee by \$90,749.40 as shown in Attachment. HDR's revised maximum fee shall be \$240,744.40.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

City of Columbus ("OWNER")

By: Ann Williams

By: _____

Title: Sr Vice President

Title: _____

Date: 03/30/2026

Date: _____

APPROVED AS TO FORM
BY _____
CITY ATTORNEY

**ATTACHMENT A
Amendment 1**

8th Street & 12th Avenue Intersection Design

PROJECT DESCRIPTION:

HDR Engineering, Inc. (*Consultant*) has been selected by the City of Columbus (*City*) to provide Right of Way (ROW) services for the 8th Street and 12th Avenue intersection.

SCOPE OF SERVICES:

PROJECT TASKS - ROW SERVICES:

The following is a detailed description of the services to be performed as a part of this agreement.

A. PROJECT MANAGEMENT, COORDINATION AND QC

1 Project Management. *Consultant* will provide overall project management including monthly progress reports and invoicing, monitoring project progress, and assigning appropriate personnel to meet the agreed upon schedule.

F. ROW SERVICES

Approach

HDR provides a full suite of land rights services in support of transportation projects. Serving as a common thread throughout the development and construction of the Project, HDR's Right of Way team will participate as a trusted partner in coordinating landowner outreach, communications, and negotiations for land rights. As the project's land rights needs are identified, HDR staff will work closely with the City of Columbus project management team to confirm specific acquisition strategies and guidelines which will lead to a timely and successful land rights acquisition program.

HDR places a high priority on ensuring that the ROW Manager and ROW Agent assigned to the project team remain available throughout the project's progression of activities, including public meeting venues, Right of Entry (ROE,) and ROW negotiations. It is important that in the early stages of the project, the affected landowners are introduced to the ROW staff members that they will ultimately be working with throughout the course of the project, and that clear paths of communication between the parties are established.

For the Project, HDR has dedicated the project team to include Mr. Shelby Mayash as ROW Manager, along with confirming the availability of experienced ROW Agents. Mr. Mayash has extensive experience in land rights acquisition campaigns for transportation corridors. Todd Muehlich will undertake easement-related ROW activities throughout the course of the project, including negotiation and acquisition efforts. Todd has extensive experience in ROW acquisitions for multiple project types and recently completed acquisition efforts in Sarpy, Dodge, and Douglas Counties.

By dedicating ROW staff to the project, an opportunity will exist for field staff and landowners to develop productive working relationships that will provide an environment which will support a successful land rights acquisition program. In addition to the goals related to the initial construction of the project, it is important for the field staff to work in building landowner expectations for the long-term relationship between the landowners and the partners of the Project, which will extend throughout the various operations and maintenance activities for the Columbus public works department.

Title

HDR has teamed with Nebraska Title to provide title reports for the project. Vesting title research will be performed by a Registered Abstractor in the state of Nebraska. HDR will closely track title related activities and deliverables to maintain the established project schedule and expectations of the project team. HDR will provide closing services and title insurance for the three (3) fee purchase properties via our subconsultant Nebraska Title up to \$1000/each.

Assumptions:

- 6 tracts of property will require title reports
- Closing Costs and Title Insurance for up to 3 fee purchase properties

Appraisal

HDR has teamed with Kubert Appraisal Group to develop the requisite valuation data that will support the good faith offer to the affected landowners. It will be important that the valuation data is developed and reported through established industry standards, and likewise that the ROW Agent(s) are well versed in the appraisal data and prepared to explain and discuss the salient facts within the appraisal data with the respective landowners. Prior to advancing appraisal assignments, the City of Columbus Project Team and HDR ROW Manager will confirm the established Appraisal Guidelines currently being utilized by the City.

Through their thorough understanding of the appraisal data and their ability to discuss same with landowners, the ROW Agent(s) will establish credibility for the compensation being offered and demonstrate the high priority that the City of Columbus places on treating affected landowners fairly and in good faith. Real property valuation data will be developed by certified Licensed Appraisers.

Assumptions:

- 6 tracts will require appraisal valuations

Acquisitions / Negotiations

In advance of the formal land rights acquisition process, the entire project team for the City of Columbus and HDR will confirm the acquisition strategies and guidelines to be followed for the project. These strategies will not only include statutory requirements but will extend beyond the minimum standards in order to demonstrate the high value placed on landowner relations.

As ROW field staff participate in the typical “kitchen table meetings” with the landowners, and when appropriate, the Agent will communicate the discussion details back to the ROW Manager for further discussion. The goal of the landowner meetings will be to fully introduce the project, confirm communication paths, demonstrate the elements of the good faith offer, glean specific details into current operations and use of the property including tenancies, and discuss restoration and damage settlement matters, while working to fully understand the landowner’s perceptions, comments and concerns regarding the project. These landowner contacts will be focused on providing a full complement of good faith negotiations.

The essence of landowner contacts throughout the course of the project will be memorialized through detailed log entries completed by HDR’s ROW field Agent(s).

As land rights acquisitions advance, it is critical that the project team continue to reinforce the paths for communication both with the landowners, and internally among the various team members.

Assumptions:

- 2 tracts of property will have easement acquisition efforts scoped
- 1 tract of property will have Right of Way acquisition efforts scoped
- City of Columbus will be responsible for payment to owner for acquisition costs

Relocation

HDR has teamed with Midwest Right of Way to support relocation efforts for the project. Midwest ROW’s experienced relocation agents will perform the relocations for this project as a subconsultant to HDR.

Midwest Right of Way Services’ relocation agents will provide relocation assistance and advisory services in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the Nebraska Relocation Assistance Act. The relocation agent will meet with the Agency and coordinating project leads to review the program and discuss the scope of work before beginning activities relating to relocation assistance. They will follow the general procedures, provide services, create and maintain records, and submit reports and status reports as required. The tasks involved with relocation activities include initial interviews with displacees,

preparation of studies, presentation of offers, inspecting replacement properties, attending closings, monitoring moves, processing and reviewing claims, and providing advisory services.

Estimated Timeframe for the Relocation Process

Task	Estimated Timeframe for Completion	Notes
Title Report Ordered	2 – 4 weeks	The title report and appraisal report will be requested simultaneously.
*Appraisal Report Requested Initial Interview with Property Owner	*4 – 8 weeks	*Midwest ROW will accompany the appraiser to view the subject property for the appraisal report. At the appraisal inspection, Midwest ROW will meet with the property owner for the initial interview and personal property inventory. Potential concerns and delays will be identified at this meeting. For example – Is the property tenant occupied? If so, the owner will be entitled to relocation benefits, and the proposal will have to be amended to account for the additional relocation. If the property has a mortgage, are the owners in a position to obtain financing for the replacement.
Completion of the Relocation Study	2 – 3 weeks	Upon receiving the completed appraisal report, Midwest ROW will compile the relocation study. The study will be based on the information gathered at the initial interview, the subject property appraisal report and current real estate market.
Agency/Client review of Appraisal Report & Relocation Study	3 – 5 days	The appraisal report along with the relocation study will be forwarded to the agency/client for review and approval.
Offer presented to Property Owners		Midwest ROW will schedule a meeting with the property owner to present the (appraised) offer and relocation assistance amounts. Midwest ROW will continue to offer and provide advisory services.
Acquisition Contract Signed and Search for a Replacement Property	4 – 12 weeks	After the acquisition contract is signed, the owner will search for and identify a replacement property. Midwest ROW will consistently provide advisory services and guidance throughout the entire process to assist in a smooth and expeditious transition. After a replacement property is identified, the closing date is approximately 45 – 60 days out.

Assumptions

- 3 tracts of property will have relocation efforts scoped
- City of Columbus will be responsible for payment to owner for relocation

Road Design - 8th Street and 12th Avenue
Columbus Nebraska
Amendment 1

HDR STAFF HOUR TABULATION

TASK	Principle	PM	ROW Manager	ROW Agent	Project Controller	TOTAL
F. PROJECT MANAGEMENT, COORDINATION AND QC						
A.1 Project Management	2	16			4	22
F. ROW Services			8	72		80
						0
						0
TOTAL HOURS	2	16	8	0	72	102

TOTAL HOURS	2	16	8	0	72	4	102
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HDR FEE SUMMARY

I. Estimated Direct Labor

HDR CLASSIFICATION	TOTAL HOURS	HOURLY RATE	DIRECT LABOR COST
Principle	2	\$120.10	\$240.20
PM	16	\$69.95	\$1,119.20
ROW Manager	8	\$58.39	\$467.12
ROW Agent	72	\$56.62	\$4,076.64
Project Controller	4	\$58.88	\$235.52
TOTAL DIRECT LABOR COST	102		\$6,138.68

II. Combined Overhead and Facilities Cost of Capital (Prime Only)

I.A. Payroll Burden and OH Costs (Prime Only)	Overhead =	161.23%	\$9,897.39
I.B. Facilities Cost of Capital	FCOC % of Direct Labor	0.53960%	\$33.12
			<u>Subtotal</u>
			\$9,930.51

III. Direct Project Expenses

	QUANT	UNIT	UNIT COST	TOTAL COST
Mileage	2000	miles	\$0.73	\$1,450.00
Deed Transfer	3		\$184.00	\$552.00
Closing Cost	3		\$1,000.00	\$3,000.00
Easement/ROW Deed	3		\$64.00	\$192.00
				\$0.00
TOTAL ESTIMATED DIRECT EXPENSE				5,194.00

IV. Estimated Actual Costs (I + II + III), Rounded

21,263.19

V. Fixed Fee (Prime Only)

12% x (I + IIA)	\$1,924.33
Less FCOC (IIB)	\$33.12
	<u>Fixed Fee Total</u>
	1,891.21

VI. Subconsultant Expenses

Nebraska Title	\$1,815.00
Kubert Appraisal	\$13,805.00
Midwest ROW	\$51,975.00
TOTAL SUBCONSULTANT EXPENSES	<u>Subtotal</u>
	67,595.00

VII. Cost Plus Fixed Fees Agreement Total (IV + V + VI + VII)
(Maximum Amount Payable)

90,749.40

15. **ORDINANCES ON FIRST READING: None**
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**