

City Council Regular Meeting  
Monday, February 2, 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](http://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).

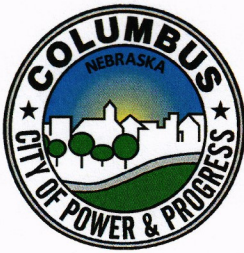
- Voiding an entire meeting is a proper remedy for violations of the Open Meetings Act. Once a meeting has been declared void pursuant to Nebraska's public meetings law, board members are prohibited from considering any information obtained at the illegal meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 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. APPOINTMENT OF CITY OFFICERS**

4.A. Christopher Norquest as finance director effective March 9, 2026.



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

## MEMORANDUM

**DATE:** January 29, 2026  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Appointment

With your permission, I wish to submit the following name to you for consideration and appointment at the February 2, 2026, City Council meeting.


### FINANCE DIRECTOR

**Christopher Norquest**

Chris Norquest is a finance professional with over a decade of experience in public accounting and municipal and public-sector finance. His background includes budgeting, treasury management, debt financing, and financial reporting. He is committed to fiscal responsibility, transparency, and supporting the long-term financial health of the City of Columbus.

Chris, along with his wife and two children, have been residents of Columbus since 2013 and are actively involved in the community. He serves as a den leader & treasurer for Cub Scout Pack 276 and is an Eagle Scout himself. Chris also serves on the Board of Stewardship at Immanuel Lutheran Church. In his free time, he enjoys hunting and camping with his family and values spending time outdoors.

Chris will begin his position with the City on March 9th.

  
James B. Bulkley, Mayor

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**5. 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.**

5.A. Minutes of January 19, 2026, City Council meeting.

PROCEEDINGS OF CITY COUNCIL  
January 19, 2026

A regular meeting of the mayor and council of the City of Columbus, Nebraska, was convened in open and public session on January 19, 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 December 31, 2025, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgment of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Cynthia Alarcón, Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, AJ Palensky, Prent Roth, and Ron Schilling. City staff members included City Administrator Tara Vasicek, City Attorney Neal Valorz, City Clerk Shuraya Choat, City Engineer Rick Bogus, Police Chief Bret Strecker, Public Works Director Chuck Sliva, Director of General Services Betsy Eckhardt, Park and Recreation Director Sydney Mroczek, Chief Building and Code Official Andy Woehrer, Human Resource Director Tammy Orender, and Communications Manager Matt Lindberg.
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 Bahr. Alarcón, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
  - 4.A. **Minutes of January 5, 2026, City Council meeting.**
  - 4.B. **Change the date of the second meeting in February 2026 to Tuesday, February 17, 2026, at 6 p.m. due to President's Day.**
  - 4.C. **Reappointment of Barbara Duffy and Brett Rains to the Business Improvement Board for three-year terms.**
  - 4.D. **Resolution No. R26-02 approving request of Antique Tractor and Gas Engines Show to camp overnight in Pawnee Park, Friday and Saturday, June 12 and 13, 2026. (Board of Parks Commissioners recommends**

- approval.)** Resolution No. R26-02 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING USE OF PAWNEE PARK TO CAMP OVERNIGHT ON JUNE 12 AND 13, 2026, FOR THE ANTIQUE TRACTOR AND GAS ENGINES SHOW.
- 4.E. Resolution No. R26-03 approving agreement with Mike's Towing for towing services.** Resolution No. R26-03 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH MIKE'S TOWING FOR TOWING SERVICES FROM FEBRUARY 1, 2026, THROUGH JANUARY 31, 2027, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.
- 4.F. Resolution No. R26-04 approving agreement with Behlen Towing LLC for towing services.** Resolution No. R26-04 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH BEHLEN TOWING LLC FOR TOWING SERVICES FROM FEBRUARY 1, 2026, THROUGH JANUARY 31, 2027, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.
- 4.G. Resolution No. R26-05 approving Lease to Hangar Aircraft with RTT Aviation LLC. (Board of Airport Commissioners recommends approval.)** Resolution No. R26-05 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING LEASE TO HANGAR AIRCRAFT WITH RTT AVIATION LLC FOR HANGAR NO. 1315 AT COLUMBUS MUNICIPAL AIRPORT.
- 4.H. Resolution No. R26-06 amending Title VI (Non-Discrimination Plan 2022) section of the policies and procedures for Columbus Area Transit.** Resolution No. R26-06 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE TITLE VI (NON-DISCRIMINATION PLAN/2022) SECTION OF THE POLICIES AND PROCEDURES FOR COLUMBUS AREA TRANSIT, ADOPTED BY RESOLUTION NO. R18-12 ON FEBRUARY 5, 2018 AND AMENDED BY RESOLUTION NO. R18-67 ON JUNE 4, 2018 AND RESOLUTION NO. R23-32 ON FEBRUARY 21, 2023, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.
- 4.I. Resolution No. R26-07 authorizing payment of various improvement projects.** Resolution No. R25-07 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, \$10,124.46; B-D CONSTRUCTION, INC., ROSELAWN CEMETERY MAINTENANCE BUILDING ADDITION, \$23,831.52; GEHRING CONSTRUCTION & READY MIX CO., INC., CONCRETE PAVING IMPROVEMENTS 2026, \$22,104.00.

**4.J. Finance department report.**

**4.K. 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; 1/30/26 payroll 727,663.22; 7 M Cleaning 400.00 S; A to Z Msgng 135.00 S; Ace Hdwr 474.81 S; Advnc Auto 58.27 S; Altec 319.83 S; Anderson Ford 155,631.00 CP; APCO 4,000.00 S; Aqua-Pure 8,500.81 S; Arnold Mtr Sup 1,503.00 S; AT&T 1,547.30 S; Auxiant 145,434.78 I; B-D Const 33,955.98 CP; Behlen Twng 1,200.00 S; Benchmark Gvrnmt 764.00 S; J Bender 60.00 R; Berens-Tate 4,000.00 S; Black Hills 6,910.38 S; Bkckstn Pub 27.99 S; Bkckstrp 5,489.10 S; Bound Tree Med 1,483.33 S; Carolina Sftwr 600.00 S; Casey's Mail Serv 6,126.58 S; Cengage Lrng 55.48 S; Cntr for Mun Sol 3,225.00 S; CCC 75.00 T; City of Col 4,570.94 S; Club Prpht 517.00 S; CNC Rpr 1,332.14 S; Col Chamber 1,060.00 S; Col Comm Hosp 1,235.91 S; Col Crdt Ser 382.04 S; Col Fam Rsrc Ctr 11,265.98 RT; Col Tire 25.00 S; Confluence 1,701.50 CP; Core & Main 22,642.77 S; CPPD 483.16 S; Culligan 1,168.05 S; Daniels Prod 1,531.68 S; Demco 1,859.63 S; Downey Drllng 14,050.00 S; Drain Srgn 500.00 S; D Dunbar 11,782.43 P; Eakes 437.88 S; Elctrcl Engrng 101.92 S; FNBO 20,479.64 S; Frontier 2,028.17 S; Frontline Cnslng 230.00 S; Galls 2,693.74 S; GCSAA 530.00 M; Gehring Const 25,794.00 CP; Gene Stffy 566.27 S; Govworx 8,900.00 S; Grt Plns Comm 1,572.15 S; G Young Chvrlt 118.31 S; Hach 595.20 S; Hawkins 7,360.96 S; HDR 31,419.99 CP; Hrtlnd Ntrl Gas 17,685.18 S; Hrtlnd Offc Clnrs 535.00 S; Heiman 12,669.26 CP; Hobby Lobby 92.99 S; M Holtmeier 850.00 S; M Howerter MD 1,303.75 S; HR Direct 98.95 S; S Hughes 30.37 R; Hy-Vee 87.99 S; IBM 3,723.19 S; IMS Alliance 50.42 S; Jackson Serv 2,937.27 S; Jenny Farms 301.50 S; Kelly Sup 139.67 S; Kirkham Mchl 7,371.70 CP; Koch Excvtnng 3,997.95 CP; K Korte 86.33 R; Lcal Equip 234.52 S; Language Ln Serv 467.59 S; LARM 4,849.17 S; Lawson Prod 53.79 S; Lincoln Jrnl Str 913.56 S; Loup 101,566.39 S; Macqueen 19,521.19 CP; Mailbox 91.26 S; MAS Mdrn Mrktng 616.71 S; Master Tech 228.57 S; McMaster-Carr 57.50 S; Mech Sales 9,720.00 S; Medline Ind 820.56 S; Menards 977.69 S; Mid-State Orgnzd Crime 200.00; Mdwst Alarm 25.00 S; Mdwst Lab 850.34 S; Mdwst Ptrlm Equip 572.50 S; Mdwst Tape 525.77 S; Mdwst Turf 2,596.00 S; Mike's Twng 1,425.00 S; Mncpl Pipe 273.90 S; Napa Auto 823.21 S; NDOT 441.78 S; NE NE Econ Dev Dstrct 5,738.75 S; NE NE Sld Wste 64,407.81 S; Occ Health 978.00 S; Oliver Pckgng 3,402.32 S; Olson's Pest 503.00 S; One Call 186.64 S; O'Reilly 294.62 S; Paper Tiger 35.00 S; C Pence 22.00 R; Penworthy 1,483.73 S; Pete Lien 7,091.81 S; Petty Cash 134.17 S; Platte Cnty 4,183.86 S; Police Chfs Assn of NE 200.00 M; Positive

Cncpts 430.00 S; Provantage 24,570.00 S; Quadiant 202.75 S; Quill 74.78 S; RDO Truck 369.02 S; Reardon Lawn 391.37 S; Rfrnc Point Press 2,410.45 S; Rembolt 352.00 S; Riverside Prtbls 110.00 S; Sapp Bros 24,461.28 S; Schieffer Sgns 446.50 S; G Sealock 450.00 S; Srvcmsr by Shvln 2,661.00 S; Shvln Sup 58.85 S; Shirts R Us 158.00 S; Sppl, Hnsn, Emrsn, Kltnn & Valorz 4,304.05 S; SRF Cnsltng 2,662.94 CP; State Fire Mrshl 75.00 T; State Dept of Rev 53,373.63 P; Stryker 2,074.00 S; Super Svr 19.15 S; Sysco 8,188.97 S; T-Bone PD 63.78 S; Teleflex 90.00 S; The Fltr Shp 7,407.42 S; The Glf Shp 1,107.25 S; The Grinnell Grp 8,800.00 R; Tire Outlet 715.00 S; TK Elevator 272.17 S; Traditions 4,351.54 G; Truck Ctr 1,336.37 S; Twin Rvrs Vet 405.00; USPS 436.00 S; Utility Serv 22,978.03 S; C Van Dyke 175.00 S; J Van Iperen 80.00 E; Van Wall Equip 972.15 S; Vandenberg Elec 2,886.00 S; C Wagner 400.00 S; Waste Conn 691.53 S; Woodriver Energy 895.13 S. Total \$1,758,958.66.

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

6. **SPECIAL PRESENTATIONS:**

6.A. **State of the City address by Mayor Bulkley.** Bulkley noted that the state of the city is good and pointed out that this year's budget is \$94,674,0875 with the city's share of property tax at 16 percent and a decrease to the city's tax levy for the third year in a row. The voters approved renewal of the one percent sales tax allowing for continued funds to help cover capital improvement projects that support our community such as police, fire, streets, and essential public services. The following were mentioned as significant accomplishments in 2025: completion of the 23rd Street project, continued development of Vitality Village Subdivision and multiple other housing developments, upgrades and expansion to the water utility system, continued improvements to quality of life amenities such as the installation of artificial turf at Pawnee Park and clubhouse improvements to Van Berg Golf Course with two indoor golf simulators, the reorganization of city staff to include Director of General Services and the appointment of Bret Strecker as police chief. Major projects planned for 2026 include: continued work on the US 30/81 Loup River Bridges (state sponsored project), housing study to evaluate current and future housing needs, Loup River levee repairs, continued work on water utility upgrades, and street rehabilitation and maintenance. Bulkley also noted the City's continued commitment to improving and maintaining both essential and quality-of-life services for the community.

7. **PUBLIC HEARINGS:**

7.A. **Public hearing - Citizen's Advisory Review Committee report of activities in accord with the Columbus Economic Development Plan.** The public hearing closed with a motion by Hiemer and a second by Palensky. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

7.B. **Public hearing - Application from Cushing Terrell on behalf of Les Schwab Group Holdings, LLC for final plat and development agreement**

**of Les Schwab Subdivision (northeast corner of 23rd Street and E 11th Avenue). (Planning Commission recommends approval.)** Emily Hervert, attorney of behalf of the applicant, was available for questions. The public hearing closed with a motion by Schilling and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

- 7.B.1. Resolution No. R26-08 approving final plat and development agreement.** Resolution No. R26-08 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: LOT 3 THIELE 5TH ADDITION COLUMBUS; HEREINAFTER TO BE KNOWN AS LES SCHWAB SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, APPROVING THE PLAT THEREOF; APPROVING AND ACCEPTING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND THE ESTATE OF LEO E. THIELE, WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF SAID OWNER/SUBDIVIDER WITH RESPECT TO SAID SUBDIVISION; AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS SUBDIVISION was adopted with a motion by Roth and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 7.C. Public hearing - Application from Cushing Terrell on behalf of Les Schwab Group Holdings, LLC to rezone property located in Lots 1 and 2, Les Schwab Subdivision from “RR” (Rural Residential District) to “B-2” (General Commercial District) and to amend the Future Land use Map of the Comprehensive Plan (northeast corner of 23rd Street and E 11th Avenue). (The public hearing will be continued to February 17, 2026.)** The public hearing was continued to 6 p.m., Tuesday, February 17, 2026, with a motion by Hiemer and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 7.D. Public hearing - Application from Hazard Engineering on behalf of Cottonwood Heights, LLC for final plat of Heartland Crossing Addition (southwest corner of 38th Street and East 6th Avenue). (Planning Commission removed from the agenda.)** The public hearings for Items 7.D. and 7.D.1 were removed from the agenda with a motion by Bahr and a second by Hiemer. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 7.D.1. Public hearing - Determine whether Heartland Crossing Addition should be included within the corporate city limits. (Planning Commission removed from the agenda.)**
- 7.E. Public hearing - Application from Advanced Consulting Engineering Services, Inc. on behalf of Columbus Public Schools for final plat of**

- Hidden Meadows Addition (southeast corner of 3rd Avenue and 38th Street). (Planning Commission removed from the agenda.)** The public hearings for Items 7.E. and 7.E.1 were removed from the agenda with a motion by Lopez and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 7.E.1. Public hearing - Determine whether Hidden Meadows Addition should be included within the corporate city limits. (Planning Commission removed from the agenda.)**
- 8. PETITIONS AND COMMUNICATIONS:** None
- 9. REPORTS OF CITY OFFICES:** Finance department report included in Consent Agenda
- 9.A. Update on Nebraska Department of Transportation Loup River South Bridges project.** Bogus reported that the project is on schedule noting that some girders have been placed with additional girders being installed throughout the next few weeks.
- 10. REPORTS OF COUNCIL COMMITTEES:**
- 10.A. PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE - January 19, 2026**
- 10.A.1. Non-exclusive franchise agreement with Viaero Fiber Networks, LLC for construction, operation, and maintenance of a cable system.** The committee recommended approval. The report was adopted with a motion by Palensky and a second by Jablonski. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 10.B. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - January 19, 2026**
- 10.B.1. Right-of-way easement located along the south property line of Airport Park (18th Avenue and Bill Babka Drive).** The committee recommended approval. The report was adopted with a motion by Schilling and a second by Alarcòn. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 11. REPORTS OF SPECIAL COMMITTEES:** None
- 12. REPORTS ON LEGISLATION:** None
- 13. NEW BUSINESS:**
- 13.A. Purchase from Jones Automotive in the amount of \$64,671.95 for vehicle equipment and installation for police department. CIP # 21-05, 06, 07.** The purchase from Jones Automotive for vehicle equipment and installation was approved with a motion by Alarcòn and a second by Jablonski. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.

- 13.B. Purchase from BlueStreak K9 LLC in the amount of \$13,500 for K9 dog for the police department. CIP #26-17.** The purchase from BlueStreak K9 LLC for a K9 dog was approved with a motion by Palensky and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 13.C. Authorization to sell surplus property for the park department.** The request to sell surplus property was approved with a motion by Jablonski and a second by Hiemer. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 13.D. Comments from mayor and city council members.** Jablonski mentioned his trip to Wisconsin with Fire Chief Gray and four firefighters where they reviewed the final construction pieces of the City’s new aerial truck. He said it was a neat experience and appreciated being part of the process. Bahr noted that the Paws and Claws fundraiser will be held on January 22, 2026, from 10 a.m. to 1 p.m. and invited city staff and the public to join.
- 14. RESOLUTIONS:**
- 14.A. Resolution No. R26-09 approving non-exclusive franchise agreement with Viaero Fiber Networks, LLC for construction, operation, and maintenance of a cable system.** Resolution No. R26-09 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING NON-EXCLUSIVE FRANCHISE AGREEMENT WITH VIAERO FIBER NETWORKS, LLC. FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF A CABLE SYSTEM, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HEREWITH was adopted with a motion by Jablonski and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 14.B. Resolution No. R26-10 approving and accepting right-of-way easement with Loup Public Power District located along the south property line of Airport Park (18th Avenue and Bill Babka Drive).** Resolution No. R26-10 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING RIGHT OF WAY EASEMENT WITH LOUP RIVER PUBLIC POWER DISTRICT ALONG THE SOUTH PROPERTY LINE OF AIRPORT PARK (18TH AVENUE AND BILL BABKA DRIVE), 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 Schilling and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 14.C. Resolution No. R26-11 accepting Nebraska Statewide Arboretum Urban and Community Forestry grant from the University of Nebraska-Lincoln**

- in the amount of \$25,000 to provide arborist training for two staff members, removal of six trees, and purchase and planting of 24 new trees.** Resolution No. R26-11 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING A NEBRASKA STATEWIDE ARBORETUM URBAN AND COMMUNITY FORESTRY GRANT FROM THE UNIVERSITY OF NEBRASKA-LINCOLN IN THE AMOUNT OF \$25,000 TO PROVIDE ARBORIST TRAINING FOR TWO STAFF MEMBERS, REMOVAL OF SIX TREES, AND PURCHASE AND PLANTING OF 24 NEW TREES, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HERewith was adopted with a motion by Lopez and a second by Alarcòn. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.D. Resolution No. R26-12 approving professional services agreement with Sirius Computer Solutions, LLC in the estimated amount of \$50,100 for Microsoft Office 365 migration services to upgrade the city's email system. Reallocated CIP #20-70, 23-01, 26-04, 19, 25** Resolution No. R26-12 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SIRIUS COMPUTER SOLUTIONS, LLC IN THE ESTIMATED AMOUNT OF \$50,100 FOR MICROSOFT OFFICE 365 MIGRATION SERVICES; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN was adopted with a motion by Alarcòn and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.E. Resolution No. R26-13 approving Nebraska Department of Transportation and City of Columbus Municipal Program agreement for Loup River South Bridges, National Register of Historic Places Section 106 Mitigation. CIP #25-25** Resolution No. R26-13 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE PROGRAM AGREEMENT BETWEEN THE NEBRASKA DEPARTMENT OF TRANSPORTATION AND THE CITY OF COLUMBUS FOR INSTALLATION OF A BRIDGE MITIGATION DISPLAY STRUCTURE AND DISPLAY IN CONJUNCTION WITH THE COLUMBUS SOUTH BRIDGES PROJECT, PROJECT NO. NH-30-5(131), A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS was adopted with a motion by Bahr and a second by Hiemer. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
- 14.F. Resolution No. R26-14 approving professional services agreement with Alfred Benesch & Company in an amount not to exceed \$58,616 for study and design phase services for Lift Station No. 28 (35th Avenue south of**

**26th Street). CIP #21-81** Resolution No. R26-14 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH ALFRED BENESCH & COMPANY IN AN AMOUNT NOT TO EXCEED \$58,616 FOR CONSULTING SERVICES FOR LIFT STATION NO. 28, 35TH AVENUE SOUTH OF 26TH STREET; 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 was adopted with a motion by Schilling and a second by Palensky. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

**15. ORDINANCES ON FIRST READING:**

**15.A. Ordinance No. 26-02 amending Section 70.075 of Chapter 70 of Title VII of the Columbus City Code to add designees to the Traffic Control Device Committee.** The rules were suspended and Ordinance No. 26-02 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 70.075 OF CHAPTER 70 OF TITLE VII OF ORDINANCE NO. 24-01 (COLUMBUS CITY CODE) TO ADD DESIGNEES TO THE TRAFFIC CONTROL DEVICE COMMITTEE; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM was read by number only with a motion by Palensky and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 26-02 was adopted with a motion by Palensky and a second by Schilling. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".

**16. ORDINANCES ON SECOND READING:** None

**17. ORDINANCES ON THIRD READING:** None

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

**19. UNFINISHED BUSINESS:** None

**20. ADJOURNMENT:** The meeting adjourned at 6:32 p.m.

Presented and approved this 2nd day of February 2026.

OFFICE OF THE CITY CLERK  
: Shuraya Choat

5.B. Minutes of January 19, 2026, Community Development Agency meeting.

COMMUNITY DEVELOPMENT AGENCY  
January 19, 2026

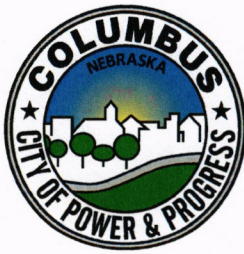
A meeting of the mayor and city council, as the Community Development Agency, of the City of Columbus, Nebraska, was convened in open and public session on January 19, 2026, at 6:34 p.m. in the Columbus Community Building, Community Room, 2500 14 Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on January 15, 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 Alarcón, Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, AJ Palensky, Prent Roth, and Ron Schilling. City staff members included City Administrator Tara Vasicek, City Attorney Neal Valorz, City Clerk Shuraya Choat, City Engineer Rick Bogus, Police Chief Bret Strecker, Director of General Services Betsy Eckhardt, and Communications Manager Matt Lindberg.
2. **Resolution No. R26-15 authorizing issuance of Tax Increment Revenue Bond in the amount of \$197,000 for the Crekitt, LLC Redevelopment Project.** Vasicek clarified this is for the new ServiceMaster building located along 33rd Avenue. Bulkley and Jablonski both commended the improvements to the once blighted building, adding that tax increment financing was a valuable tool that assisted with project costs. Resolution No. R26-15 entitled: A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTED BY THE MAYOR AND 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 A TAX INCREMENT REVENUE BOND FOR THE CREKITT, LLC REDEVELOPMENT PROJECT; PROVIDING FOR THE TERMS AND PROVISIONS OF SAID BOND; AND PLEDGING REVENUES OF THE AGENCY PURSUANT TO THE COMMUNITY DEVELOPMENT LAW was adopted with a motion by Lopez and a second by Alarcón. Alarcón, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”.
3. **Adjournment:** The meeting adjourned at 6:36 p.m.

Presented and approved this 2nd day of February 2026.

OFFICE OF THE CITY CLERK  
: Shuraya Choat

5.C. Reappointment of Joshua Johnson to the Downtown Business Improvement Board for a three-year term.



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

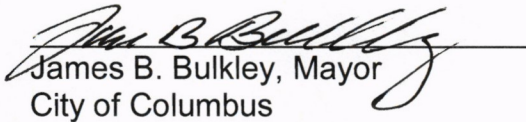
# MEMORANDUM

**DATE:** January 26, 2026  
**TO:** City Council Members  
**FROM:** James B. Bulkley, Mayor  
**SUBJECT:** Reappointment

With your permission, I wish to submit the following name to you for reappointment at the February 2, 2026, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

## **BUSINESS IMPROVEMENT BOARD (3-Year Term)**

Joshua Johnson

  
James B. Bulkley, Mayor  
City of Columbus

5.D. Resolution No. R26-16 approving lease agreement with Loup River Public Power District for use of an "H" beacon for Columbus Municipal Airport.

**RESOLUTION NO. R26-16**

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

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

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

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

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

# LEASE AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between LOUP RIVER PUBLIC POWER DISTRICT, hereinafter called "Lessor" and the CITY OF COLUMBUS, hereinafter called "Lessee" for use of an "H" Beacon for the Columbus Municipal Airport.

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

## DESCRIPTION OF "H" BEACON MARKER SITE

A tract of land located in the Northeast Quarter of the Northwest Quarter (NE¼NW¼) of Section 36, Township 18 North, Range 1 West of the 6<sup>th</sup> Principal Meridian, Platte County, Nebraska, more particularly described as beginning at a point on the north line of said Section 36, said point being 1518.8' east of the northwest corner of said Section 36; thence south at an interior angle of 90°-00', with the last described course, a distance of 83' to a point; thence east and parallel to the north line of said Section 36, a distance of 50' to a point; thence north at an interior angle of 90°-00' with the north line of said Section 36, a distance of 83', more or less, to a point on the north line of said Section 36; thence west along the north line of said Section 36, a distance of 50' to the point of beginning and containing 0.10 acres, more or less, including 33' x 50' county road right-of-way,

which Lessee agrees to pay lease amount of \$25.00 for the lease period beginning March 1, 2026, payable at the office of the Loup River Public Power District, Columbus, Nebraska. The term of this Agreement shall run year to year thereafter unless terminated by either party by giving the other party thirty (30) days advance notice.

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

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

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

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

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

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

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

ATTEST:

CITY OF COLUMBUS  
Lessee

\_\_\_\_\_

By: \_\_\_\_\_  
Mayor

ATTEST:

LOUP RIVER PUBLIC POWER DISTRICT  
A Corporation, Lessor

\_\_\_\_\_

By: \_\_\_\_\_  
President/CEO

## **CONSENT**

The Loup River Public Power District, pursuant to the terms of the Lease Agreement dated \_\_\_\_\_, 2026, wherein the Loup District is the Lessor and the City of Columbus is the Lessee, a copy of which is attached hereto, hereby consents to the sub-leasing of the tract described in said Lease to the Columbus Municipal Airport for the same terms and conditions set forth in said Lease.

ATTEST:

LOUP RIVER PUBLIC POWER DISTRICT  
A Corporation, Lessor

\_\_\_\_\_

By: \_\_\_\_\_  
President/CEO

5.E. Resolution No. R26-17 approving second addendum to the Consolidated Communications Center Interlocal Cooperation Agreement with Platte County.

DRAFT

**RESOLUTION NO. R26-17**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE SECOND ADDENDUM TO THE "CONSOLIDATED COMMUNICATIONS CENTER INTERLOCAL COOPERATION AGREEMENT" WITH PLATTE COUNTY TO MODIFY MEETING FREQUENCY AND UPDATE THE MAILING ADDRESS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

WHEREAS, the County of Platte, Nebraska, and the City of Columbus, Nebraska, operate a joint communications and dispatch center for 911 calls and it is referred to as the "Columbus/Platte County Joint Communications Center" (herein referred to as the "JCC"); and

WHEREAS, the arrangement for the JCC is evidenced through a "CONSOLIDATED COMMUNICATIONS CENTER INTERLOCAL COOPERATION AGREEMENT" which is evidenced via City of Columbus Resolution No. R18-75 (hereinafter referred to as the "Underlying Agreement"); and

WHEREAS, there has been one previous amendment to the Underlying Agreement which is evidenced via City of Columbus Resolution No. R18-172 (herein after referred to as the "First Addendum"); and

WHEREAS, the Parties desire to modify and amend the meeting frequency of the JCC's committee; and

WHEREAS, the City's mailing address has also changed and needs to be updated; and

WHEREAS, a copy of this Second Addendum is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Second Addendum to the "CONSOLIDATED COMMUNICATIONS CENTER INTERLOCAL COOPERATION AGREEMENT" with Platte County to modify meeting frequency and update the mailing address, a copy of which is attached hereto and incorporated herein by this reference, is approved; and, the Mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**SECOND ADDENDUM TO “CONSOLIDATED COMMUNICATIONS CENTER  
INTERLOCAL COOPERATION AGREEMENT”**

WHEREAS, the County of Platte, Nebraska (herein referred to as “PLATTE”), and the City of Columbus, Nebraska (herein referred to as “COLUMBUS”), operate a joint communications and dispatch center for 911 calls and it is referred to as the “Columbus/Platte County Joint Communications Center” (herein referred to as the “JCC”); and

WHEREAS, the arrangement for the JCC is evidenced through a “CONSOLIDATED COMMUNICATIONS CENTER INTERLOCAL COOPERATION AGREEMENT” which is evidenced via City of Columbus Resolution No. R18-75 (hereinafter referred to as the “Underlying Agreement”); and

WHEREAS, there has been one previous amendment to Underlying Agreement which is evidenced via City of Columbus Resolution No. R18-172 (herein after referred to as the “First Addendum”); and

WHEREAS, the Parties desire to modify and amend the meeting frequency of the JCC’s committee; and

WHEREAS, the City’s mailing address has also changed and needs to be updated.

NOW, THEREFORE, in consideration of the foregoing, and the mutual benefits provided by the Underlying Agreement and this Second Addendum, the Underlying Agreement is hereby amended as follows:

1. This Second Addendum hereby amends and replaces Paragraph 4 of the Underlying Agreement as follows:
  - The Joint Committee shall meet no less than once every other month, or more frequently if necessary. All meetings of the Joint Committee shall be conducted in accordance with the Nebraska Open Meetings

Act (Neb. Rev. Stat. §§ 84-1407 through 84-1414). All actions taken by the Joint Committee, along with meeting minutes, shall be published on the City of Columbus website within fourteen (14) days following each meeting.

2. This Second Addendum hereby amends and replaces the City's Address listed in Paragraph 17 of the Underlying Agreement with the following address:

- CITY OF COLUMBUS, NEBRASKA  
Attn: City Administrator  
2500 14<sup>th</sup> Street, Suite 3  
Columbus, NE 68601  
402-562-4233

3. This Second Addendum shall be attached to and shall become a part of the Agreement.

4. The Second Addendum shall be effective as of the signature date of each Party.

5. All terms and conditions of the Underlying Agreement and the First Addendum not otherwise amended or altered by this Second Addendum shall remain in full force and effect.

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

Executed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the City of Columbus, Nebraska:

ATTEST:

THE CITY OF COLUMBUS,  
NEBRASKA:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Executed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the County of Platte, Nebraska:

ATTEST:

THE COUNTY OF PLATTE,  
NEBRASKA:

\_\_\_\_\_  
Count Clerk

\_\_\_\_\_  
Chairman

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by the Columbus/Platte County Joint Communications Center:

COLUMBUS/PLATTE COUNTY  
JOINT COMMUNICATIONS  
CENTER

\_\_\_\_\_  
Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Columbus City Attorney      (Date)

\_\_\_\_\_  
Platte County Attorney      (Date)

5.F. Resolution No. R26-18 authorizing payment of various improvement projects.

DRAFT

**RESOLUTION NO. R26-18**

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: GEHRING CONSTRUCTION & READY MIX CO., INC., CONCRETE PAVING IMPROVEMENTS 2026, \$30,741.30.

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:

Gehring Construction & Ready-Mix Co., Inc.	Concrete Pav Improve 2026	\$30,741.30
---	---------------------------	-------------

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

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY CLERK



## Contractor's Application and Certificate of Payment

200-200-57300-20071 - 30,741.30

Contractor's Application for Payment No: <span style="float: right;">2</span>	
Application Period: (From - to) <span style="float: right;">1/6/26 to 1/20/26</span>	
To: City of Columbus (Owner)	From (Contractor): Gehring Construction & Ready Mix Co., Inc. <span style="float: right;">Contractor's Project No.:</span>
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
TOTALS	\$ -	\$ -
NET CHANGE	\$ -	

1. ORIGINAL CONTRACT PRICE.....	\$ 1,897,618.10
2. Net change by Field Order and Change Orders.....	\$ -
3. Current Contract Price (Line 1 ± 2).....	\$ 1,897,618.10
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$ 58,717.00
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)	\$ 5,871.70
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$ 52,845.30
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 22,104.00
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$ 30,741.30
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	\$ 1,844,772.80

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

Contractor's Certification	
<p>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.</p>	
Contractor: Gehring Construction & Ready Mix Co., Inc.	
By: <i>Stephen Anderson</i>	Date: <i>1-20-26</i>
Printed/Typed Name: Stephen Anderson	

Payment of:	(Line 8 or other - attach explanation of the other amount)
is recommended by:	(Consulting Engineer/Architect) <span style="float: right;">(Date)</span>
Payment of:	\$ 30,741.30
is approved by:	(Line 8 or other - attach explanation of the other amount) <i>Richard J. Bogue</i> <span style="float: right;">1-26-2026</span> (City Engineer) <span style="float: right;">(Date)</span>
Approved by:	Funding Agency (if applicable) <span style="float: right;">(Date)</span>

# APPLICATION AND CERTIFICATE FOR PAYMENT

Containing Contractor's signed Certification is attached

Project Name: Concrete Paving Improvements 2026				Contractor's Pay Application: 2							
Application Period: (From - To) 1/6/26 to 1/20/26											
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)
<b>PROJECT A: 33RD AVENUE FROM NORTH OF 30TH STREET TO SOUTH OF 38TH STREET</b>											
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	EA	2	\$ 500.00	\$ 1,000.00		\$ -		\$ -	0	\$ 1,000.00
11	Remove, Relocate, Temporary Set, & Reset Mailboxes (Approx. 15)	JOB	1	\$ 3,500.00	\$ 3,500.00		\$ -		\$ -	0	\$ 3,500.00
12	Remove & Reset Decorative Mailbox (Sta. 15+50L)	JOB	1	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	0	\$ 1,500.00
13	Remove & Reset Fence & Landscaping	JOB	1	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	0	\$ 5,000.00
14	4" Aggregate Paving Subbase	SY	12,840	\$ 16.00	\$ 205,440.00		\$ -		\$ -	0	\$ 205,440.00
15	4" Perforated Underdrain Piping System	LF	5,400	\$ 15.00	\$ 81,000.00		\$ -		\$ -	0	\$ 81,000.00
16	9" P.C. Concrete Doweled Paving, NDOT Type 47B-3500	SY	12,229	\$ 72.00	\$ 880,488.00		\$ -		\$ -	0	\$ 880,488.00
17	7" P.C. Concrete Street Paving, NDOT Type 47B-3500	SY	1,285	\$ 60.00	\$ 77,100.00		\$ -		\$ -	0	\$ 77,100.00
18	6" P.C. Concrete Driveway Paving, NDOT Type 47B-3500	SY	556	\$ 55.00	\$ 30,580.00		\$ -		\$ -	0	\$ 30,580.00
19	5" P.C. Concrete Sidewalk Paving, NDOT Type 47B-3500	SY	501	\$ 70.00	\$ 35,070.00		\$ -		\$ -	0	\$ 35,070.00
20	1.5' P.C. Concrete Header	LF	56	\$ 25.00	\$ 1,400.00		\$ -		\$ -	0	\$ 1,400.00
21	Actuated Pedestrian Pole Foundation	EA	2	\$ 2,500.00	\$ 5,000.00		\$ -		\$ -	0	\$ 5,000.00
22	ADA Handicap Ramp Detectable Warning Panel	SF	312	\$ 40.00	\$ 12,480.00		\$ -		\$ -	0	\$ 12,480.00
23	Storm Sewer Junction Box	EA	2	\$ 4,500.00	\$ 9,000.00		\$ -		\$ -	0	\$ 9,000.00
24	6' Open Throat Inlet	EA	24	\$ 4,500.00	\$ 108,000.00		\$ -		\$ -	0	\$ 108,000.00
25	18-inch RCP Class III Storm Sewer	LF	57	\$ 58.00	\$ 3,306.00		\$ -		\$ -	0	\$ 3,306.00
26	15-inch RCP Class III Storm Sewer	LF	412	\$ 52.00	\$ 21,424.00		\$ -		\$ -	0	\$ 21,424.00
27	12-inch RCP Class III Storm Sewer	LF	88	\$ 47.00	\$ 4,136.00		\$ -		\$ -	0	\$ 4,136.00
28	Adjust Manhole to Grade	EA	18	\$ 500.00	\$ 9,000.00		\$ -		\$ -	0	\$ 9,000.00
29	Connect to Existing Storm Sewer	EA	7	\$ 700.00	\$ 4,900.00		\$ -		\$ -	0	\$ 4,900.00
30	Construct Concrete Collar	EA	8	\$ 160.00	\$ 1,280.00		\$ -		\$ -	0	\$ 1,280.00
31	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: 2							
Application Period: (From - To) 1/6/26 to 1/20/26											
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)
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
<b>PROJECT B: 13TH STREET AND 28TH AVENUE PEDESTRIAN NODES</b>											
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
<b>PROJECT C: 8TH STREET AND 3RD AVENUE FIELD ENTRANCE</b>											
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: 2							
Application Period: (From - To) 1/6/26 to 1/20/26											
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)
<b>ADDITIONAL PROJECT NO. 2 - SENIOR CENTER NORTH ENTRANCE PAVING</b>											
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	\$ -
					\$ 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

5.G. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02359	911 CUSTOM LLC				
02/03/2026	INVOICE	62856	3 - BLACKINTON BADGE	976.00	
02/03/2026	INVOICE	62707	VESTS FOR MOLCZYK, DREIFURST, UHL, HEESACKEL	3,480.00	
			Total:	4,456.00	
			Net of 2 Invoices / 0 Checks	4,456.00	
00116	ACE HARDWARE & GARDEN CNT				
02/03/2026	INVOICE	217386/5	PAINT BRUSHES, PAINT THINNER, PAINT	47.95	
02/03/2026	INVOICE	217403/5	SCRUB BRUSH	4.78	
02/03/2026	INVOICE	217410/5	STIHL CHAIN 14"	50.38	
02/03/2026	INVOICE	217345/5	PUTTY KNIFE	34.58	
02/03/2026	INVOICE	217348/5	4" BLK #1 NAILON	10.77	
02/03/2026	INVOICE	217208/5	TARP	25.67	
02/03/2026	INVOICE	217215/5	PAINT THINNER	9.99	
02/03/2026	INVOICE	217241/5	INSULATION KIT	19.25	
02/03/2026	INVOICE	217249/5	TOOL SET, FUEL & OIL CAP, FILLER CAP	143.92	
02/03/2026	INVOICE	217254/5	DRUM LINER CLR	26.99	
02/03/2026	INVOICE	217258/5	NUTS, BOLTS, SCREWS	35.70	
02/03/2026	INVOICE	217261/5	WIRE BRUSH, SPRAY PAINT	17.57	
02/03/2026	INVOICE	217262/5	ORIG PT TP 1.41"X60 YD	18.99	
02/03/2026	INVOICE	217270/5	SPRAY PAINT	14.98	
02/03/2026	INVOICE	217276/5	COUPLE INSERT, CLAMPS, KWIK TAP SADDLE	19.36	
02/03/2026	INVOICE	217286/5	PRIMER/SEALER	13.99	
02/03/2026	INVOICE	217302/5	NUTS, BOLTS, SCREWS	4.24	
02/03/2026	INVOICE	217311/5	BATTERY	39.98	
02/03/2026	INVOICE	217341/5	BIT 3.5" & 6"	17.97	
			Total:	557.06	
			Net of 19 Invoices / 0 Checks	557.06	
11185	ALLO COMMUNICATONS				
02/03/2026	INVOICE	2034309	TELEPHONE - S FIRE STATION, INTERNTE - VAN 1	146.07	
			Total:	146.07	
			Net of 1 Invoices / 0 Checks	146.07	
00294	AMERITAS LIFE INSURANCE CORP				
02/03/2026	INVOICE	56020260128114435	RECORD KEEPING PER PARTICIPATE & BASE FEE	750.00	
			Total:	750.00	
			Net of 1 Invoices / 0 Checks	750.00	
11507	AMY TOMASEVICZ				
02/03/2026	INVOICE	2.03.2026	WINTER MARKET	15.40	
			Total:	15.40	
			Net of 1 Invoices / 0 Checks	15.40	
10561	ARNOLD MOTOR SUPPLY				
02/03/2026	INVOICE	78NV173342	AIR FILTER, F/W SEPARATOR FILTER	71.03	
02/03/2026	INVOICE	78NV173383	PM 5W20 SYN, OIL FILTER	36.65	
02/03/2026	INVOICE	78NV173055	KREW 400 SHOP, 1G -20 BLUE WASHER FLUID	15.56	
02/03/2026	INVOICE	78NV172657	OIL & CABIN AIR FILTER	23.76	
02/03/2026	INVOICE	78NV172658	AIR, OIL & FUEL FILTERS	264.09	
02/03/2026	INVOICE	78NV172290	AIR & OIL FILTERS	71.32	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/03/2026	INVOICE	78NV172381	HEATER HOSE	8.40	
02/03/2026	INVOICE	78NV172490	AIR FILTER	29.94	
02/03/2026	INVOICE	78NV172200	V-POWER SPARK PLUG	8.80	
02/03/2026	INVOICE	78NV172120	PIGTAIL, RADIATOR FLUSH, QT PACK	24.11	
02/03/2026	INVOICE	78NV172786	OIL FILTERS, PN 10W30	30.78	
			Total:	584.44	
			Net of 11 Invoices / 0 Checks	584.44	
10264	ASSOCIATED FIRE PROTECTION				
02/03/2026	INVOICE	104835	FA SYSTEM SERVICE SEMI ANNUAL INSPECTION	450.00	
			Total:	450.00	
			Net of 1 Invoices / 0 Checks	450.00	
00107	AT&T MOBILITY				
02/03/2026	INVOICE	287354145770X01282	CELL PHONE DEC 22 - JAN 21	226.94	
02/03/2026	INVOICE	287358632498X01282	CELL PHONE DEC 22 - JAN 21	251.82	
02/03/2026	INVOICE	287358635002X01282	CELL PHONE DEC 22 - JAN 21	115.88	
02/03/2026	INVOICE	287358544960X01282	CELL PHONE DEC 22 - JAN 21	1,043.01	
			Total:	1,637.65	
			Net of 4 Invoices / 0 Checks	1,637.65	
10663	AUXIANT				
02/03/2026	INVOICE	1292026FLEX	FLEX FUNDING	2,461.12	
02/03/2026	INVOICE	1292026HEALTH	HEALTH FUNDING	56,863.30	
02/03/2026	INVOICE	1262026HEALTH	HEALTH FUNDING	61,797.18	
02/03/2026	INVOICE	1262026FLEX	FLEX FUNDING	2,617.22	
02/03/2026	INVOICE	2012026	STOPLOSS PREMIUM, FEES	60,008.95	
02/03/2026	INVOICE	1022026HEALTH	HEALTH FUNDING	61,312.69	
02/03/2026	INVOICE	1022026FLEX	FLEX FUNDING	403.03	
			Total:	245,463.49	
			Net of 7 Invoices / 0 Checks	245,463.49	
00278	AWARDS & ENGRAVING				
02/03/2026	INVOICE	14603	ENGRAVED PLATE FOR STAND FOR THE FLAG SCULP'	45.00	
			Total:	45.00	
			Net of 1 Invoices / 0 Checks	45.00	
02344	BAIRD HOLM LLP				
02/03/2026	INVOICE	348483	TAX INCREMENT FINANCE	288.00	
			Total:	288.00	
			Net of 1 Invoices / 0 Checks	288.00	
10799	BARCEL MILL & LUMBER				
02/03/2026	INVOICE	15396	PINE LATH	1,162.05	
			Total:	1,162.05	
			Net of 1 Invoices / 0 Checks	1,162.05	
01315	BENESCH ALFRED & COMPANY				
02/03/2026	INVOICE	349215	LIFT STATION #15 WESTBROOK	1,144.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/03/2026	INVOICE	343265	LIFT STATION #15 WESTBROOK	4,505.50	
			Total:	5,649.50	
			Net of 2 Invoices / 0 Checks	5,649.50	
03256	BLACK HILLS ENERGY				
02/03/2026	INVOICE	0975 7626 75 JAN 2	NATURAL GAS	198.13	
			Total:	198.13	
			Net of 1 Invoices / 0 Checks	198.13	
00917	BLACKSTONE PUBLISHING				
02/03/2026	INVOICE	2223316	CD'S	159.93	
			Total:	159.93	
			Net of 1 Invoices / 0 Checks	159.93	
00337	BOMGAARS				
02/03/2026	INVOICE	35635590	PIPE NIPLE, SWIVELS	78.37	
02/03/2026	INVOICE	35645907	BOLTS, NUTS, THREADED ROD	29.37	
02/03/2026	INVOICE	35645025	PARACORD	8.54	
02/03/2026	INVOICE	35645489	INFRARED HEATER	85.59	
02/03/2026	INVOICE	35633563	BULK BOLTS	6.94	
02/03/2026	INVOICE	35634951	ADAPTER, FUEL HOSE, FLOOR FLANGE, PIPE ELBO	137.32	
02/03/2026	INVOICE	35637628	BULK BOLTS	1.38	
02/03/2026	INVOICE	35638481	COIL CHAIN, BOLT SNAP, QUICK LINK, FASTENER:	39.93	
02/03/2026	INVOICE	35644649	PARACORD	10.99	
02/03/2026	INVOICE	35645026	BRAKLEEN, GEAR LUBE	37.96	
02/03/2026	INVOICE	35645578	CUT-OFF WHEEL	29.96	
02/03/2026	INVOICE	35637502	BAR & CHAIN OIL, TORDON RTU	25.98	
			Total:	492.33	
			Net of 12 Invoices / 0 Checks	492.33	
00240	BOUND TREE MEDICAL LLC				
02/03/2026	INVOICE	86065473	TRANSPORT CHAIR	713.70	
02/03/2026	INVOICE	86044434	SOFT STRETCHER	297.90	
			Total:	1,011.60	
			Net of 2 Invoices / 0 Checks	1,011.60	
03018	BS&A SOFTWARE				
02/03/2026	INVOICE	165176	PAS, COMMUNITY DEVELOPEMENT, FIELD INSPECTIO	8,242.00	
			Total:	8,242.00	
			Net of 1 Invoices / 0 Checks	8,242.00	
02551	CENTER FOR MUNICIPAL SOLUTIONS				
02/03/2026	INVOICE	56005-005	COLUMBUS NE ATT - 5426 29TH STR MOD	750.00	
02/03/2026	INVOICE	22885-003	COLUMBUS NE ATT - 2453 EAST 39TH AVE MOD	1,050.00	
02/03/2026	INVOICE	30052-001	COLUMBUS NE ATT - 1314 17TH ST MOD	3,425.00	
02/03/2026	INVOICE	74400-002	COLUMBUS NE ATT - 3028 10TH ST MOD	300.00	
			Total:	5,525.00	
			Net of 4 Invoices / 0 Checks	5,525.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02138 02/03/2026	CHOPPERS COMPUTERS INVOICE	24	IPAD AIR SCREEN ASSEMBLY	225.00	
			Total:	225.00	
			Net of 1 Invoices / 0 Checks	225.00	
10642 02/03/2026	CHROME N' STEEL TRUCK & TRAILER LLC INVOICE	12702	LONG STROKE BRAKE CHAMBER, CLEVIS PIN KIT	68.58	
			Total:	68.58	
			Net of 1 Invoices / 0 Checks	68.58	
00036 02/03/2026	COLUMBUS CUSTOM EMBROIDERY INVOICE	60031	SHIRTS FOR KEN STEINER	190.00	
			Total:	190.00	
			Net of 1 Invoices / 0 Checks	190.00	
03142 02/03/2026	COLUMBUS STEEL SUPPLY INVOICE	152468	PLATE, ANGLE, SQ TUBING	430.81	
			Total:	430.81	
			Net of 1 Invoices / 0 Checks	430.81	
03143 02/03/2026	COLUMBUS TIRE & SERVICE INVOICE	1-38312	4 - DURATRAC TIRES	942.24	
02/03/2026	INVOICE	1-38315	4 - DURATRAC TIRES	957.00	
			Total:	1,899.24	
			Net of 2 Invoices / 0 Checks	1,899.24	
02718 02/03/2026	CORE & MAIN LP INVOICE	Y385641	HYD EXT KIT, HYD REPAIR KIT	1,406.00	
02/03/2026	INVOICE	Y409043	OMNI+ 1-1/2 R2 100CF	782.50	
02/03/2026	INVOICE	Y409079	18 - 510M M2 S/POINT WIRED	3,762.00	
02/03/2026	INVOICE	Y409090	18 - 510M M2 S/POINT WIRED	3,762.00	
02/03/2026	INVOICE	Y409100	18 - 510M M2 S/POINT WIRED	3,762.00	
			Total:	13,474.50	
			Net of 5 Invoices / 0 Checks	13,474.50	
00469 02/03/2026	CREATIVE PRODUCT SOURCING INVOICE	167007	T-SHIRTS	868.05	
			Total:	868.05	
			Net of 1 Invoices / 0 Checks	868.05	
03149 02/03/2026	CULLIGAN OF COLUMBUS INVOICE	301391	5 GALLON BOTTLED WATER	17.50	
			Total:	17.50	
			Net of 1 Invoices / 0 Checks	17.50	
03279 02/03/2026	DAS STATE ACCOUNTING INVOICE	1510695	MONTHLY NETWORK CHARGES	307.20	
02/03/2026	INVOICE	1510743	MONTHLY NETWORK CHARGES	1,356.79	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,663.99	
			Net of 2 Invoices / 0 Checks	1,663.99	
03152 02/03/2026	DEMCO INC INVOICE	7749065	BOOKMARKS, STICKERS	100.30	
			Total:	100.30	
			Net of 1 Invoices / 0 Checks	100.30	
01594 02/03/2026	DIGITAL-ALLY INC INVOICE	1127763	MOLLE FABRIC CLIP, WIDE FABRIC CLIP	225.00	
			Total:	225.00	
			Net of 1 Invoices / 0 Checks	225.00	
00230 02/03/2026	DLT SOLUTIONS LLC INVOICE	5384566A	CIVIL 3D GOVERNMENT-USER ANNUAL SUBSCRIPTIO	5,738.72	
			Total:	5,738.72	
			Net of 1 Invoices / 0 Checks	5,738.72	
03158 02/03/2026	EAKES OFFICE SOLUTIONS INVOICE	9271009-0	PAPER	94.20	
02/03/2026	INVOICE	9271484-0	PAPER, AA BATTERY	39.65	
02/03/2026	INVOICE	9272626-0	BUSINESS CARDS	44.49	
02/03/2026	INVOICE	9272634-0	RUBBER BANDS	4.31	
02/03/2026	INVOICE	9273871-0	PAPER	235.50	
02/03/2026	INVOICE	9275662-0	PAPER	94.20	
02/03/2026	INVOICE	INV725386	COPIER CONTRACT	865.48	
			Total:	1,377.83	
			Net of 7 Invoices / 0 Checks	1,377.83	
02580 02/03/2026	ED M. FELD EQUIPMENT CO. INC. INVOICE	INV22390	COUPLERS, EXPANSION RING, HOSE REPAIR	217.00	
			Total:	217.00	
			Net of 1 Invoices / 0 Checks	217.00	
11244 02/03/2026	EGAN SUPPLY CO INVOICE	411179	MULTIFOLD PAPER TOWELS	328.50	
			Total:	328.50	
			Net of 1 Invoices / 0 Checks	328.50	
01597 02/03/2026	ELECTRONIC ENGINEERING INVOICE	855002531-1	CHECK CAMERA WIRING ON UNIT 211	192.09	
			Total:	192.09	
			Net of 1 Invoices / 0 Checks	192.09	
03165 02/03/2026	FASTENAL COMPANY INVOICE	NECOL262304	A563 GR C	24.00	
			Total:	24.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	24.00	
11424 02/03/2026	FORTE INVOICE	89128786	OFFICE AV - HDMI RECEIVER, SONY 55" DISPLAY	5,651.84	
			Total:	5,651.84	
			Net of 1 Invoices / 0 Checks	5,651.84	
03172 02/03/2026	GALLS LLC INVOICE	033831772	TED REPLACEMENT PANT	203.47	
02/03/2026	INVOICE	71846	CREDIT - DOUBLE PMT 30324179 & 032414924	(183.99)	
02/03/2026	INVOICE	033657035	WATERBURY "P" IN WREATH HAT BUTTON	46.59	
02/03/2026	INVOICE	033826625	RECESSED CLIP-ON BADGE HOLDER	26.82	
02/03/2026	INVOICE	033693035	5 IN 1 JACKET	282.99	
02/03/2026	INVOICE	033702384	PDU SHIRT & PANTS	309.39	
02/03/2026	INVOICE	033703684	DUTY BELT	169.01	
02/03/2026	INVOICE	033804792	1" NAME STRIPS	56.71	
			Total:	910.99	
			Net of 8 Invoices / 0 Checks	910.99	
03174 02/03/2026	GEHRING CONSTRUCTION & INVOICE	88632	22ND ST & 32ND AVE	611.75	
02/03/2026	INVOICE	88696	CRUSHER CONCRETE	685.92	
02/03/2026	INVOICE	2	CONCRETE PAVING IMPROVEMENTS 2026	30,741.30	
			Total:	32,038.97	
			Net of 3 Invoices / 0 Checks	32,038.97	
01373 02/03/2026	GRAINGER INVOICE	9779621953	NUMBER LABEL SET, VINYL	165.60	
02/03/2026	INVOICE	9779621961	FLOTATION COLLAR	461.36	
02/03/2026	INVOICE	9771319218	NUMBER LABEL SET, VINYL	210.45	
			Total:	837.41	
			Net of 3 Invoices / 0 Checks	837.41	
10756 02/03/2026	GRAY RYAN INVOICE	1.20.2025	REIMBURSE MILEAGE - TRAVEL TO OMAHA	130.50	
			Total:	130.50	
			Net of 1 Invoices / 0 Checks	130.50	
02075 02/03/2026	GREAT PLAINS COMMUNICATIONS INVOICE	125755 996-426-002	INTERNET 2/01-2/28	209.95	
			Total:	209.95	
			Net of 1 Invoices / 0 Checks	209.95	
11192 02/03/2026	GREGG YOUNG CHEVROLET GMC OF COLUMB INVOICE	30400	2018 FORD VIN #6546 REPAIR	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	
02904	GUNSLINGERS LLC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/03/2026	INVOICE	30065	DETACHABLE CARRY HANDLE	75.00	
			Total:	75.00	
			Net of 1 Invoices / 0 Checks	75.00	
10556	H2 EQUIPMENT LLC				
02/03/2026	INVOICE	INV-8611	FLAT FACE HYDRAULIC QUICK CONNECT	69.90	
			Total:	69.90	
			Net of 1 Invoices / 0 Checks	69.90	
00272	HAWKINS INC				
02/03/2026	INVOICE	7317958	CHEMICALS	5,122.77	
			Total:	5,122.77	
			Net of 1 Invoices / 0 Checks	5,122.77	
03185	HDR ENGINEERING INC				
02/03/2026	INVOICE	1200787745	COLUMBUS SAFE STREETS & ROADS FOR ALL	44,971.71	
			Total:	44,971.71	
			Net of 1 Invoices / 0 Checks	44,971.71	
00150	HOMETOWN LEASING				
02/03/2026	INVOICE	13	COPIER LEASE	130.21	
02/03/2026	INVOICE	18	COPIER LEASE	232.93	
02/03/2026	INVOICE	9	COPIER LEASE	74.26	
02/03/2026	INVOICE	11	COPIER LEASE	271.19	
			Total:	708.59	
			Net of 4 Invoices / 0 Checks	708.59	
03194	INGRAM LIBRARY SERVICES, INC				
02/03/2026	INVOICE	93295745	CREDIT	(11.39)	
02/03/2026	INVOICE	92418808	MATERIALS	45.18	
02/03/2026	INVOICE	92443810	MATERIALS	43.84	
02/03/2026	INVOICE	92462273	MATERIALS	24.81	
02/03/2026	INVOICE	92500928	MATERIALS	167.46	
02/03/2026	INVOICE	92518675	MATERIALS	250.57	
02/03/2026	INVOICE	92554503	MATERIALS	28.22	
02/03/2026	INVOICE	92645017	MATERIALS	63.83	
02/03/2026	INVOICE	92723167	MATERIALS	1,070.27	
02/03/2026	INVOICE	92759697	MATERIALS	28.23	
02/03/2026	INVOICE	92759698	MATERIALS	27.09	
02/03/2026	INVOICE	92859494	MATERIALS	184.79	
02/03/2026	INVOICE	92902464	MATERIALS	28.23	
02/03/2026	INVOICE	93023902	MATERIALS	28.23	
02/03/2026	INVOICE	93034999	MATERIALS	172.69	
02/03/2026	INVOICE	93157127	MATERIALS	37.96	
02/03/2026	INVOICE	93173783	MATERIALS	20.15	
02/03/2026	INVOICE	93263218	MATERIALS	1,319.40	
02/03/2026	INVOICE	93286567	MATERIALS	345.53	
			Total:	3,875.09	
			Net of 19 Invoices / 0 Checks	3,875.09	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03199	JACKSON SERVICES INC				
02/03/2026	INVOICE	5732569	BAR MOPS, MICROFIBER TOWEL, APRON	57.84	
02/03/2026	INVOICE	5732573	UNIFORMS	82.18	
02/03/2026	INVOICE	5728095	MATS	90.39	
02/03/2026	INVOICE	5728103	UNIFORMS	82.23	
02/03/2026	INVOICE	5730082	MATS, MOPS, POLISH TOWEL, WINDSHIELD WIPE, :	148.28	
02/03/2026	INVOICE	5730087	MATS, SHOP TOWEL ORANGE, UNIFORMS	350.61	
02/03/2026	INVOICE	5730096	UNIFORMS	161.05	
02/03/2026	INVOICE	5730098	MAT, UNIFORMS	33.77	
02/03/2026	INVOICE	5730101	MATS, ROLLER TOWEL, UNIFORMS	123.22	
02/03/2026	INVOICE	5730102	UNIFORMS	107.02	
02/03/2026	INVOICE	5730103	MATS, BAR TOWELS, SHOP TOWEL ORANGE	37.64	
02/03/2026	INVOICE	5730104	UNIFORMS	44.85	
02/03/2026	INVOICE	5730112	MOPS, MATS	63.83	
02/03/2026	INVOICE	5734569	UNIFORMS	301.33	
02/03/2026	INVOICE	5734577	UNIFORMS	161.00	
02/03/2026	INVOICE	5734579	UNIFORMS	28.78	
02/03/2026	INVOICE	5734580	UNIFORMS	84.31	
02/03/2026	INVOICE	5734581	UNIFORMS	106.97	
02/03/2026	INVOICE	5734582	MAT	3.30	
02/03/2026	INVOICE	5734583	UNIFORMS	44.80	
Total:				2,113.40	
Net of 20 Invoices / 0 Checks				2,113.40	
10762	JC LOCK & KEY				
02/03/2026	INVOICE	1291	REKEY GOLF COURSE CLUBHOUSES	1,208.49	
Total:				1,208.49	
Net of 1 Invoices / 0 Checks				1,208.49	
00523	JOHN DEERE FINANCIAL				
02/03/2026	INVOICE	5089394	ELECTRICAL, RIM & WHEEL	432.21	
02/03/2026	INVOICE	5107431	CREDIT - KIT, CORE FOR WATER PUMP	(12.83)	
Total:				419.38	
Net of 2 Invoices / 0 Checks				419.38	
11495	JOHNSON FLOOR COVERING INC				
02/03/2026	INVOICE	15370	REDUCERS	11.25	
Total:				11.25	
Net of 1 Invoices / 0 Checks				11.25	
03005	JONES AUTOMOTIVE				
02/03/2026	INVOICE	1-737	CREDIT - OVER PAYMENTS	(3,033.28)	
02/03/2026	INVOICE	5094	PREPAYMENT - 50% OF PARTS	25,653.48	
Total:				22,620.20	
Net of 2 Invoices / 0 Checks				22,620.20	
01955	KEEP COLUMBUS BEAUTIFUL				
02/03/2026	INVOICE	1.14.2026	REIMBURSE SCRAP TIRE PERSONNEL EXPENSES & A	1,520.00	
Total:				1,520.00	
Net of 1 Invoices / 0 Checks				1,520.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03202	KELLY SUPPLY COMPANY				
02/03/2026	INVOICE	S12310394-0	PVC SOLID FLG FPT	41.10	
02/03/2026	INVOICE	S12310301-0	GATES HYD HOSE, STEM	156.92	
02/03/2026	INVOICE	S12310301-1	STEM	104.34	
02/03/2026	INVOICE	S12310350-0	1X400 FT PLANT MASTER, STEEL CLAMP	94.45	
			Total:	396.81	
			Net of 4 Invoices / 0 Checks	396.81	
10470	KIESLER POLICE SUPPLY				
02/03/2026	INVOICE	IN274122	3 - GLOCK 9MM PISTOL	1,473.00	
			Total:	1,473.00	
			Net of 1 Invoices / 0 Checks	1,473.00	
11454	KINGS III EMERGENCY COMMUNICATIONS				
02/03/2026	INVOICE	3307071	VIDEO & ELEVATOR PHONE MONITORING 2/01/2026	390.00	
			Total:	390.00	
			Net of 1 Invoices / 0 Checks	390.00	
10586	KNOWBE4 INC.				
02/03/2026	INVOICE	INV417877	SECURITY AWARENESS TRAINING SUBSCRIPTION	3,478.41	
02/03/2026	INVOICE	INV417881	PHISHER SUBSCRIPTION	1,512.59	
			Total:	4,991.00	
			Net of 2 Invoices / 0 Checks	4,991.00	
00300	LACAL EQUIPMENT INC				
02/03/2026	INVOICE	0443621-IN	ELGIN EAGLE POLY TUBE BROOM	817.82	
			Total:	817.82	
			Net of 1 Invoices / 0 Checks	817.82	
02596	LAWSON PRODUCTS				
02/03/2026	INVOICE	9313148709	3/16X2 INSULFORMST	47.10	
02/03/2026	INVOICE	9313132429	GALVANIZED FLAT WASHER	19.74	
			Total:	66.84	
			Net of 2 Invoices / 0 Checks	66.84	
02806	MACQUEEN EQUIPMENT				
02/03/2026	INVOICE	W01796	BRUSH 3 TRUCK - BUMPER MONITOR NOT WORKING	1,906.31	
02/03/2026	INVOICE	W01797	E-3 PUMPER - REPLACE WATER TANK LEVEL GAUGE	1,952.55	
02/03/2026	INVOICE	W01810	TE-1 TANKER - REPLACE CONSOLE DISCHARGE GAU	840.21	
02/03/2026	INVOICE	W01883	E-22 - CHECK TAIL/BRAKE LIGHT	363.58	
			Total:	5,062.65	
			Net of 4 Invoices / 0 Checks	5,062.65	
03212	MATHESON-LINWELD				
02/03/2026	INVOICE	0032730328	MEDICAL OXYGEN	401.33	
02/03/2026	INVOICE	0032703210	CYLINDER RENTAL	71.91	
			Total:	473.24	
			Net of 2 Invoices / 0 Checks	473.24	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03220	MENARDS				
02/03/2026	INVOICE	40542	LIBMAN 24", DUST MOP, CEMENT PATCH, 2" PLUG	66.43	
02/03/2026	INVOICE	41758	HEFTY, 16 OZ SEAFOAM, ANT-SEIZE LUBRICANT	46.10	
02/03/2026	INVOICE	41697	SANDING SPONGE, PURDY 1/4"X4.5", WHIP HOSE	24.97	
02/03/2026	INVOICE	41688	13G ODOR CONTROL, 4X6-4' GREEN TREATED, HEF'	57.67	
02/03/2026	INVOICE	41821	DIESEL CONDITIONER, SPLASH -35	173.10	
02/03/2026	INVOICE	41814	12X 1-1/2 WOOD ZINC, DOOR LATCH, T-HINGE	19.10	
02/03/2026	INVOICE	41868	SHELF, 2X8-10', 8" DOUBLE HOOK, 1/4X2-3/4 T	48.15	
02/03/2026	INVOICE	41881	SPRAY PAINT, MASTERFORCE 16' TAPE, PAINT PEI	59.69	
02/03/2026	INVOICE	41840	COPPER ELBOW, TEE, PIPE, SOLDER KIT	122.04	
02/03/2026	INVOICE	40539	POTHOLE PATCH	114.90	
02/03/2026	INVOICE	38928	DIESEL CONDITIONER	164.16	
02/03/2026	INVOICE	41572	HEATER HOSE	65.07	
02/03/2026	INVOICE	41576	PLUSH TOY, SNAKE PUZZLE, RIDABLE PLUSH, FIN	31.95	
02/03/2026	INVOICE	41544	RIDABLE PLUSH, TOYS, TINSEL, SNOWFLAKES, ORI	111.79	
02/03/2026	INVOICE	41501	GLS BLK SPRAY, PEANUT BUTTER, STENCILS, MOU	26.40	
02/03/2026	INVOICE	41515	EMERGENCY LIGHT	34.99	
02/03/2026	INVOICE	41513	ANGEL SOFT, BOUNTY, PURELL	52.52	
02/03/2026	INVOICE	41505	6V BATTERIES	51.96	
02/03/2026	INVOICE	41461	CREDIT - SC COMBO TYLO SNG CYL	(24.98)	
02/03/2026	INVOICE	41462	SC PROJECT PACK TYLO, 50' 8000L CAGE	125.46	
02/03/2026	INVOICE	41386	PROJECT PACK TYLO, COMBO TYLO/DB SNG CYL	26.72	
02/03/2026	INVOICE	41390	14' RATCHET, 60W A19 LED	3.27	
02/03/2026	INVOICE	41218	SPRAY PRIMER, PREMIXED MORTAR	24.71	
02/03/2026	INVOICE	41222	REPLACEMENT SPOUT, IN-LET HOSE, DRILL BIT S	145.45	
02/03/2026	INVOICE	41277	3-PC SOCKET RAIL SET	31.96	
02/03/2026	INVOICE	41309	9OZ ENCORE PPR CUP, BOUNTY	14.93	
			Total:	1,618.51	
			Net of 26 Invoices / 0 Checks	1,618.51	
03222	MID-AMERICAN RESEARCH				
02/03/2026	INVOICE	0868225-IN	FLOOR CLEANER, URINAL MAT, URINAL SCREENS, 1	735.40	
02/03/2026	INVOICE	0868805-IN	NUKE LIFT STATION DEGREASER	4,684.50	
			Total:	5,419.90	
			Net of 2 Invoices / 0 Checks	5,419.90	
00205	MID-STATE ENGINEERING & TESTING				
02/03/2026	INVOICE	3157-1	ROSE LAWN CEMETERY MAINTANCE BUILDING	310.00	
			Total:	310.00	
			Net of 1 Invoices / 0 Checks	310.00	
03226	MIDWEST SERVICE & SALES CO				
02/03/2026	INVOICE	0037984	SQUARE EDGE FLAT STANDARD CARBON	243.10	
02/03/2026	INVOICE	0037925	BUCKET END	570.00	
			Total:	813.10	
			Net of 2 Invoices / 0 Checks	813.10	
00210	MUNICIPAL PIPE TOOL CO LLC				
02/03/2026	INVOICE	38569	HYDRO X NOZZLE	348.89	
			Total:	348.89	
			Net of 1 Invoices / 0 Checks	348.89	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10225	NAPA AUTO PARTS OF COLUMBUS				
02/03/2026	INVOICE	771053	GRINDER, BATTERY	538.00	
02/03/2026	INVOICE	771337	EPR	88.75	
02/03/2026	INVOICE	771250	PERFORMANCE TOOL 9 PC	28.99	
02/03/2026	INVOICE	771324	EPR	17.75	
02/03/2026	INVOICE	771282	NON-CHLOR BRAKE CLEANER	41.88	
02/03/2026	INVOICE	771357	LUBE EQUIPMENT	477.99	
02/03/2026	INVOICE	771209	BATTERY	147.65	
02/03/2026	INVOICE	771057	M18 COMBO	619.00	
02/03/2026	INVOICE	771463	FUEL FILTER	115.14	
02/03/2026	INVOICE	771476	BATTERY CABLES	10.99	
02/03/2026	INVOICE	771193	INTERIOR DOOR HANDLE, WINDOW HANDLE	117.87	
			Total:	2,204.01	
			Net of 11 Invoices / 0 Checks	2,204.01	
00239	NEBRASKA HARVESTORE SYSTEMS				
02/03/2026	INVOICE	28160	QUICK TACH REPAIR	1,066.04	
02/03/2026	INVOICE	28167	KIT BLOCK HEATER	87.20	
			Total:	1,153.24	
			Net of 2 Invoices / 0 Checks	1,153.24	
00444	NEBRASKA PUBLIC HEALTH				
02/03/2026	INVOICE	599565	TESTING	412.00	
02/03/2026	INVOICE	599204	BLOOD ALCOHOL	105.00	
			Total:	517.00	
			Net of 2 Invoices / 0 Checks	517.00	
11076	NEBRASKA RECREATION & PARK ASSOC				
02/03/2026	INVOICE	820905	NERPA ANNUAL AGENCY MEMBERSHIP 01/01/2026 -	420.00	
			Total:	420.00	
			Net of 1 Invoices / 0 Checks	420.00	
00039	NEBRASKA RURAL WATER ASSOC				
02/03/2026	INVOICE	2026	2026 MEMBERSHIP RENEWAL	550.00	
			Total:	550.00	
			Net of 1 Invoices / 0 Checks	550.00	
00019	NEBRASKA UC FUND				
02/03/2026	INVOICE	1.28.2026	UNEMPLOYMENT	5,640.00	
			Total:	5,640.00	
			Net of 1 Invoices / 0 Checks	5,640.00	
03247	NORTHWEST ELECTRIC LLC				
02/03/2026	INVOICE	722749	REPAIR FOR POOL MOTOR PLUNGE	10,624.70	
			Total:	10,624.70	
			Net of 1 Invoices / 0 Checks	10,624.70	
00350	NOSWETT FENCING INC				
02/03/2026	INVOICE	17166	REPAIR FENCE	1,790.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,790.00	
			Net of 1 Invoices / 0 Checks	1,790.00	
03249	OCCUPATIONAL HEALTH SERV				
02/03/2026	INVOICE	84143	DRUG SCREEN - PRE-EMPLOYEEMENT	90.00	
02/03/2026	INVOICE	84142	NON DOT DRUG SCREEN	137.00	
			Total:	227.00	
			Net of 2 Invoices / 0 Checks	227.00	
01307	ONE SOURCE				
02/03/2026	INVOICE	2022195849	BACK GROUND CHECKS	38.00	
			Total:	38.00	
			Net of 1 Invoices / 0 Checks	38.00	
00176	O'REILLY AUTOMOTIVE INC				
02/03/2026	INVOICE	0681-381879	RV ANTIFREEZE	27.96	
02/03/2026	INVOICE	0681-382455	BATTERY	93.39	
02/03/2026	INVOICE	0681-382261	40Z AIR TOOL	10.58	
			Total:	131.93	
			Net of 3 Invoices / 0 Checks	131.93	
00345	PETE LIEN & SONS INC.				
02/03/2026	INVOICE	CD99383563	QUICKLIME FINES	7,192.55	
			Total:	7,192.55	
			Net of 1 Invoices / 0 Checks	7,192.55	
03258	PETTY CASH				
02/03/2026	INVOICE	881735	PROPERTY LIEN	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
03261	PRESTOX				
02/03/2026	INVOICE	90110941	PEST CONTROL - 4630 HOWARD BLVD	77.62	
02/03/2026	INVOICE	90110940	PEST CONTROL - 424 E 8TH ST	74.70	
			Total:	152.32	
			Net of 2 Invoices / 0 Checks	152.32	
10361	QUADIENT FINANCE USA, INC.				
02/03/2026	INVOICE	1.14.2026	POSTAGE	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	
00138	R & R PRODUCTS INC				
02/03/2026	INVOICE	CD3106973	TIRE CARLISLE INDUSTRIAL TRAX	332.50	
02/03/2026	INVOICE	CD3107993	WHEEL, BUSHING, KIT ANTI-SCALP ROLLER, MOWEI	663.85	
			Total:	996.35	
			Net of 2 Invoices / 0 Checks	996.35	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03264	REARDON LAWN & GARDEN INC				
02/03/2026	INVOICE	19638	CARB BODY GASKET	120.74	
02/03/2026	INVOICE	19715	AIR FILTER	9.99	
02/03/2026	INVOICE	19701	BLADE-25 SHREDDER	209.94	
			Total:	340.67	
			Net of 3 Invoices / 0 Checks	340.67	
11508	REID KIM				
02/03/2026	INVOICE	4	PLANNING MEETING, DESIGN, CREATION & PROPOS:	1,000.00	
			Total:	1,000.00	
			Net of 1 Invoices / 0 Checks	1,000.00	
10619	RIVER VALLEY TIRE SERVICE LLC				
02/03/2026	INVOICE	308862	2 - DYNATAC RA200	402.00	
			Total:	402.00	
			Net of 1 Invoices / 0 Checks	402.00	
10643	RUTT'S HEATING & A/C INC				
02/03/2026	INVOICE	15559	SERVICE AGREEMENT 1/2026 - 12/31/2026	7,854.00	
			Total:	7,854.00	
			Net of 1 Invoices / 0 Checks	7,854.00	
11302	SCHAEFFER MFG COMPANY				
02/03/2026	INVOICE	JTT1080	SUPER LUBE, GEAR LUBE	2,349.84	
			Total:	2,349.84	
			Net of 1 Invoices / 0 Checks	2,349.84	
03271	SCHIEFFER SIGNS INC				
02/03/2026	INVOICE	50777	APPLY LETTING & GRAPHICS TO UNITS #221, 222	1,785.00	
02/03/2026	INVOICE	50774	REMOVAL & APPLICATION OF VINYL LETTERING	4,020.00	
			Total:	5,805.00	
			Net of 2 Invoices / 0 Checks	5,805.00	
11184	SCP DISTRIBUTORS LLC				
02/03/2026	INVOICE	539768	WHITE RUBBER BUMPER, WEDGE FOR PERMA-SOCKET	78.11	
			Total:	78.11	
			Net of 1 Invoices / 0 Checks	78.11	
11421	SECKEL SANDRA				
02/03/2026	INVOICE	10.30.2025	REIMBURSE MILEAGE & PURCHASE FROM HOBBY LOBI	24.95	
			Total:	24.95	
			Net of 1 Invoices / 0 Checks	24.95	
01090	SHEVLIN SUPPLY				
02/03/2026	INVOICE	8958	BATH TISSUE, CENTER PULL TOWEL, MULTI FOLD	226.71	
02/03/2026	INVOICE	8967	CENTER PULL TOWEL, BATH TISSUE	174.96	
			Total:	401.67	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 2 Invoices / 0 Checks	401.67	
00105	SUPER SAVER				
02/03/2026	INVOICE	131955	GROCERIES	8.72	
02/03/2026	INVOICE	131683	GROCERIES, STORAGE BAGS	18.20	
02/03/2026	INVOICE	132138	GROCERIES	29.54	
			Total:	56.46	
			Net of 3 Invoices / 0 Checks	56.46	
00313	T-BONE FUEL DELIVERY				
02/03/2026	INVOICE	170	FUEL	2,556.04	
02/03/2026	INVOICE	217	FUEL	3,277.20	
02/03/2026	INVOICE	218	FUEL	2,726.54	
			Total:	8,559.78	
			Net of 3 Invoices / 0 Checks	8,559.78	
10997	T-BONE PD LLC				
02/03/2026	INVOICE	11726	PROPANE	299.90	
			Total:	299.90	
			Net of 1 Invoices / 0 Checks	299.90	
03128	TIRE OUTLET INC				
02/03/2026	INVOICE	259099	6 - TIRES	2,621.30	
02/03/2026	INVOICE	259075	6 - REPAIRS, 1 - SWAP, 4 - USED TIRES	750.00	
02/03/2026	INVOICE	259076	4 - 753 DRIVES TIRES	1,524.00	
02/03/2026	INVOICE	259193	2 - FIRESTONE TIRES	400.00	
02/03/2026	INVOICE	259238	TIRE REPAIR	35.00	
02/03/2026	INVOICE	259128	2 - MOUNTS	20.00	
02/03/2026	INVOICE	259134	8 - LP225 TIRES	3,060.24	
			Total:	8,410.54	
			Net of 7 Invoices / 0 Checks	8,410.54	
00550	TRUCK CENTER COMPANIES				
02/03/2026	INVOICE	XA111061849:01	ELBOW-90 PTC	8.44	
02/03/2026	INVOICE	XA111061888:01	ELBOW-90 PTC, DIESEL TREATMENT	187.82	
02/03/2026	INVOICE	RA111008571:01	PM SERVICE - FD #E22	589.06	
			Total:	785.32	
			Net of 3 Invoices / 0 Checks	785.32	
00357	TURFWERKS				
02/03/2026	INVOICE	OI59438	BUSHING, THRUST BERG, SOCKET, BRAKE KIT	635.88	
			Total:	635.88	
			Net of 1 Invoices / 0 Checks	635.88	
00032	UNITED STATES POST OFFICE				
02/03/2026	INVOICE	PO BOX 1217	PO BOX 1217 RENEWAL FEE FOR 2026	478.00	
			Total:	478.00	
			Net of 1 Invoices / 0 Checks	478.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00664 02/03/2026	UTILITY SERVICE CO INC INVOICE	641444	MIXING SYSTEM INSTALLATION	35,930.00	
			Total:	35,930.00	
			Net of 1 Invoices / 0 Checks	35,930.00	
02045 02/03/2026	VAN WALL EQUIPMENT INC INVOICE	6790106	SWITCH	73.47	
02/03/2026	INVOICE	6794026	MOWER REEL, BALL BEARING	997.43	
02/03/2026	INVOICE	6793158	YOKE KIT	2,106.59	
			Total:	3,177.49	
			Net of 3 Invoices / 0 Checks	3,177.49	
11146 02/03/2026	VANDENBERG ELE & COMMUNICATIONS LLC INVOICE	10904	BATHROOM EXHAUST FANS	540.20	
			Total:	540.20	
			Net of 1 Invoices / 0 Checks	540.20	
02560 02/03/2026	VASICEK TARA L INVOICE	1.27.2026	REIMBURSE - TUITIOM & MILEAGE	2,286.60	
			Total:	2,286.60	
			Net of 1 Invoices / 0 Checks	2,286.60	
03302 02/03/2026	WEMHOFF REFRIGERATION INC INVOICE	17580	MAXITROL VALVE	895.09	
02/03/2026	INVOICE	17538	ICE MACHINE CLEANER	208.20	
			Total:	1,103.29	
			Net of 2 Invoices / 0 Checks	1,103.29	
11509 02/03/2026	WESTMOR FLUID SOLUTIONS LLC INVOICE	2463047	O-RING	91.74	
			Total:	91.74	
			Net of 1 Invoices / 0 Checks	91.74	
02571 02/03/2026	WILSON & COMPANY, INC INVOICE	145229	HWY 81 & 63RD AVE TRAFFIC SIGNAL STUDY	4,712.27	
			Total:	4,712.27	
			Net of 1 Invoices / 0 Checks	4,712.27	
			invoices and 0 checks for 107 vendors:	567,522.77	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
122790	BS&A SOFTWARE	02/01/2026	02/03/2026	8,242.00	8,242.00	Open	N
122883	FORTE	01/19/2026	02/03/2026	5,651.84	5,651.84	Open	N
122884	RUTT'S HEATING & A/C INC	01/14/2026	02/03/2026	7,854.00	7,854.00	Open	N
122954	DLT SOLUTIONS LLC	01/14/2026	02/03/2026	5,738.72	5,738.72	Open	N
123003	NEBRASKA UC FUND	12/31/2026	02/03/2026	5,640.00	5,640.00	Open	N
123007	HAWKINS INC	01/23/2026	02/03/2026	5,122.77	5,122.77	Open	N
123021	PETE LIEN & SONS INC.	01/21/2026	02/03/2026	7,192.55	7,192.55	Open	N

# of Invoices:	7	# Due:	7	Totals:	45,441.88	45,441.88
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos: 45,441.88 45,441.88

--- TOTALS BY FUND ---

100 - GENERAL FUND	24,330.26	24,330.26
200 - STREETS/ENGINEERING	1,147.74	1,147.74
500 - UTILITY SERVICE	8,053.36	8,053.36
520 - WATER	5,983.58	5,983.58
560 - STORMWATER UTILITY	286.94	286.94
570 - SOLID WASTE DIVISION	5,640.00	5,640.00

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	860.81	860.81
110 - POLICE	7,854.00	7,854.00
145 - COMMUNITY DEVELOPMENT	9,389.74	9,389.74
150 - PARKS	6,225.71	6,225.71
200 - STREETS	1,147.74	1,147.74
500 - WASTEWATER COLLECTION	860.81	860.81
501 - WASTEWATER TREATMENT FAC	7,192.55	7,192.55
520 - WATER	5,983.58	5,983.58
560 - STORMWATER UTILITY	286.94	286.94
570 - TRANSFER STATION	5,640.00	5,640.00

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52700	TRAINING AND TUITION	VASICEK TARA L	REIMBURSE - TUITIOM & MILEAGE	2,286.60	
100-100-53200	PROFESSIONAL SERVICES	AMERITAS LIFE INSURANCE CO	RECORD KEEPING PER PARTICIPATE & BASE F	750.00	
100-100-53200	PROFESSIONAL SERVICES	BAIRD HOLM LLP	TAX INCREMENT FINANCE	288.00	
100-100-53200-CREAT	PROFESSIONAL SERVICES	AMY TOMASEVICZ	WINTER MARKET	15.40	
100-100-53200-CREAT	PROFESSIONAL SERVICES	REID KIM	PLANNING MEETING, DESIGN, CREATION & PF	1,000.00	
100-100-53400	COMPUTER SUPPORT/MAINT	DLT SOLUTIONS LLC	CIVIL 3D GOVERNMENT-USER ANNUAL SUBSCRI	860.81	
100-100-53400	COMPUTER SUPPORT/MAINT	KNOWBE4 INC.	SECURITY AWARENESS TRAINING SUBSCRIPTIC	4,991.00	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	90.39	
100-100-54310	BUILDING MAINTENANCE	JOHNSON FLOOR COVERING INC	REDUCERS	11.25	
100-100-54380	MAINTENANCE AGREEMENTS	KINGS III EMERGENCY COMMUN	VIDEO & ELEVATOR PHONE MONITORING 2/01/	390.00	
100-100-55900	MISCELLANEOUS	PETTY CASH	PROPERTY LIEN	10.00	
100-100-56010	SUPPLIES	BARCEL MILL & LUMBER	PINE LATH	1,162.05	
100-100-56010	SUPPLIES	EGAN SUPPLY CO	MULTIFOLD PAPER TOWELS	328.50	
100-100-56010-CREAT	SUPPLIES	AWARDS & ENGRAVING	ENGRAVED PLATE FOR STAND FOR THE FLAG S	45.00	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	RUBBER BANDS	74.96	
100-100-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE	271.19	
100-100-56040	POSTAGE AND FREIGHT	QUADIENT FINANCE USA, INC.	POSTAGE	1,000.00	
100-100-56040	POSTAGE AND FREIGHT	UNITED STATES POST OFFICE	PO BOX 1217 RENEWAL FEE FOR 2026	478.00	
100-100-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	212.35	
Total For Dept 100 GENERAL ADMINISTRATION				14,265.50	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	NON DOT DRUG SCREEN	137.00	
100-102-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	PM 5W20 SYN, OIL FILTER	52.21	
100-102-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	30.81	
Total For Dept 102 COLUMBUS AREA TRANSIT				220.02	
Dept 103 COLUMBUS SENIOR CENTER					
100-103-56010-III-C	SUPPLIES	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWEL, APRON	27.50	
100-103-56010-III-C	SUPPLIES	SUPER SAVER	GROCERIES, STORAGE BAGS	18.20	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWEL, APRON	30.34	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	MID-AMERICAN RESEARCH	FLOOR CLEANER, URINAL MAT, URINAL SCREE	735.40	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERIES	38.26	
Total For Dept 103 COLUMBUS SENIOR CENTER				849.70	
Dept 105 FINANCE					
100-105-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	30.81	
Total For Dept 105 FINANCE				30.81	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	GUNSLINGERS LLC	DETACHABLE CARRY HANDLE	75.00	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACK GROUND CHECKS	19.00	
100-110-52800	UNIFORMS	911 CUSTOM LLC	3 - BLACKINTON BADGE	976.00	
100-110-52800	UNIFORMS	DIGITAL-ALLY INC	MOLLE FABRIC CLIP, WIDE FABRIC CLIP	225.00	
100-110-52800	UNIFORMS	GALLS LLC	CREDIT - DOUBLE PMT 30324179 & 03241492	623.99	
100-110-52800	UNIFORMS	KIESLER POLICE SUPPLY	3 - GLOCK 9MM PISTOL	1,473.00	
100-110-53200	PROFESSIONAL SERVICES	NEBRASKA PUBLIC HEALTH	BLOOD ALCOHOL	105.00	
100-110-53200	PROFESSIONAL SERVICES	OCCUPATIONAL HEALTH SERV	DRUG SCREEN - PRE-EMPLOYEEMENT	90.00	
100-110-54310	BUILDING MAINTENANCE	MENARDS	SANDING SPONGE, PURDY 1/4"X4.5", WHIP F	152.17	
100-110-54320	EQUIPMENT MAINTENANCE	ELECTRONIC ENGINEERING	CHECK CAMERA WIRING ON UNIT 211	192.09	
100-110-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	CARB BODY GASKET	120.74	
100-110-54330	VEHICLE MAINTENANCE	GREGG YOUNG CHEVROLET GMC	2018 FORD VIN #6546 REPAIR	1,000.00	
100-110-54380	MAINTENANCE AGREEMENTS	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	307.20	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-54380	MAINTENANCE AGREEMENTS	RUTT'S HEATING & A/C INC	SERVICE AGREEMENT 1/2026 - 12/31/2026	7,854.00	
100-110-56010	SUPPLIES	MENARDS	GLS BLK SPRAY, PEANUT BUTTER, STENCILS,	26.40	
100-110-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PAPER	235.50	
100-110-56150	D.A.R.E. EXPENSE	CREATIVE PRODUCT SOURCING	T-SHIRTS	868.05	
100-110-56190-20015	PERSONAL PROTECTIVE SUPP	911 CUSTOM LLC	VESTS FOR MOLCZYK, DREIFURST, UHL, HEES	3,480.00	
100-110-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	226.94	
100-110-57510-26019	CAPITAL-EQUIPMENT	SCHIEFFER SIGNS INC	REMOVAL & APPLICATION OF VINYL LETTERIN	4,020.00	
100-110-57520-21005	CAPITAL-VEHICLES	JONES AUTOMOTIVE	CREDIT - OVER PAYMENTS	7,540.07	
100-110-57520-21005	CAPITAL-VEHICLES	SCHIEFFER SIGNS INC	APPLY LETTING & GRAPHICS TO UNITS #221,	595.00	
100-110-57520-21006	CAPITAL-VEHICLES	JONES AUTOMOTIVE	CREDIT - OVER PAYMENTS	7,540.07	
100-110-57520-21006	CAPITAL-VEHICLES	SCHIEFFER SIGNS INC	APPLY LETTING & GRAPHICS TO UNITS #221,	595.00	
100-110-57520-21007	CAPITAL-VEHICLES	JONES AUTOMOTIVE	CREDIT - OVER PAYMENTS	7,540.06	
100-110-57520-21007	CAPITAL-VEHICLES	SCHIEFFER SIGNS INC	APPLY LETTING & GRAPHICS TO UNITS #221,	595.00	
Total For Dept 110 POLICE				46,475.28	
Dept 120 FIRE					
100-120-52800	UNIFORMS	GALLS LLC	TED REPLACEMENT PANT	143.49	
100-120-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 4630 HOWARD BLVD	76.16	
100-120-54320	EQUIPMENT MAINTENANCE	MENARDS	REPLACEMENT SPOUT, IN-LET HOSE, DRILL E	6.49	
100-120-54330	VEHICLE MAINTENANCE	MACQUEEN EQUIPMENT	BRUSH 3 TRUCK - BUMPER MONITOR NOT WORF	5,062.65	
100-120-54330	VEHICLE MAINTENANCE	MENARDS	HEATER HOSE	204.03	
100-120-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	PM SERVICE - FD #E22	589.06	
100-120-56010	SUPPLIES	ED M. FELD EQUIPMENT CO.	1 COUPLERS, EXPANSION RING, HOSE REPAIR	217.00	
100-120-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE	116.46	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	106.06	
100-120-56050	FUEL	GRAY RYAN	REIMBURSE MILEAGE - TRAVEL TO OMAHA	130.50	
100-120-56240	TELEPHONE	ALLO COMMUNICATONS	TELEPHONE - S FIRE STATION, INTERNTE -	15.53	
100-120-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	125.91	
Total For Dept 120 FIRE				6,793.34	
Dept 121 RESCUE					
100-121-52800	UNIFORMS	GALLS LLC	TED REPLACEMENT PANT	143.51	
100-121-54310	BUILDING MAINTENANCE	PRESTOX	PEST CONTROL - 4630 HOWARD BLVD	76.16	
100-121-54320	EQUIPMENT MAINTENANCE	CHOPPERS COMPUTERS	IPAD AIR SCREEN ASSEMBLY	225.00	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	TRANSPORT CHAIR	1,011.60	
100-121-56010	SUPPLIES	MATHESON-LINWELD	MEDICAL OXYGEN	473.24	
100-121-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE	116.47	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	106.05	
100-121-56240	TELEPHONE	ALLO COMMUNICATONS	TELEPHONE - S FIRE STATION, INTERNTE -	15.54	
100-121-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	125.91	
Total For Dept 121 RESCUE				2,293.48	
Dept 130 LIBRARY					
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	ONE SOURCE	BACK GROUND CHECKS	19.00	
100-130-56010-MTRLs	SUPPLIES	DEMCO INC	BOOKMARKS, STICKERS	5.84	
100-130-56010-PATRN	SUPPLIES	SECKEL SANDRA	REIMBURSE MILEAGE & PURCHASE FROM HOBBY	2.80	
100-130-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PAPER	94.20	
100-130-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	30.81	
100-130-56240-PATRN	TELEPHONE	GREAT PLAINS COMMUNICATION	INTERNET 2/01-2/28	209.95	
100-130-56400-ADULT	PROGRAMS	MENARDS	PLUSH TOY, SNAKE PUZZLE, RIDABLE PLUSH,	143.74	
100-130-56400-CHILD	PROGRAMS	DEMCO INC	BOOKMARKS, STICKERS	94.46	
100-130-56400-MAKRS	PROGRAMS	SECKEL SANDRA	REIMBURSE MILEAGE & PURCHASE FROM HOBBY	22.15	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	CD'S	159.93	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-56410	BOOKS AND PUBLICATIONS	INGRAM LIBRARY SERVICES, 1	MATERIALS	2,541.58	
100-130-56410	CHILD	INGRAM LIBRARY SERVICES, 1	MATERIALS	643.45	
100-130-56410	YOUNG	INGRAM LIBRARY SERVICES, 1	CREDIT	690.06	
Total For Dept 130 LIBRARY				4,657.97	
Dept 140 CEMETERY					
100-140-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	29.99	
100-140-57200-20038	CAPITAL-LAND & BUILDINGS	MID-STATE ENGINEERING & T	FROSE LAWN CEMETERY MAINTANCE BUILDING	310.00	
Total For Dept 140 CEMETERY				339.99	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52800	UNIFORMS	COLUMBUS CUSTOM EMBROIDER	SHIRTS FOR KEN STEINER	190.00	
100-145-53200	PROFESSIONAL SERVICES	CENTER FOR MUNICIPAL SOLU	COLUMBUS NE ATT - 5426 29TH STR MOD	5,525.00	
100-145-53400	COMPUTER SUPPORT/MAINT	BS&A SOFTWARE	PAS, COMMUNITY DEVELOPEMENT, FIELD INSE	8,242.00	
100-145-53400	COMPUTER SUPPORT/MAINT	DLT SOLUTIONS LLC	CIVIL 3D GOVERNMENT-USER ANNUAL SUBSCRI	1,147.74	
100-145-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	BUSINESS CARDS	44.49	
100-145-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	150.75	
Total For Dept 145 COMMUNITY DEVELOPMENT				15,299.98	
Dept 150 PARKS					
100-150-52800	UNIFORMS	JACKSON SERVICES INC	MAT, UNIFORMS	62.55	
100-150-53400	COMPUTER SUPPORT/MAINT	DLT SOLUTIONS LLC	CIVIL 3D GOVERNMENT-USER ANNUAL SUBSCRI	573.87	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	4" BLK #1 NAILON	10.77	
100-150-54310	BUILDING MAINTENANCE	BOMGAARS	BULK BOLTS	6.94	
100-150-54310	BUILDING MAINTENANCE	MENARDS	SPRAY PAINT, MASTERFORCE 16' TAPE, PAI	59.69	
100-150-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	STIHL CHAIN 14"	54.62	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	PIGTAIL, RADIATOR FLUSH, QT PACK	24.11	
100-150-54320	EQUIPMENT MAINTENANCE	H2 EQUIPMENT LLC	FLAT FACE HYDRAULIC QUICK CONNECT	69.90	
100-150-54320	EQUIPMENT MAINTENANCE	JOHN DEERE FINANCIAL	ELECTRICAL, RIM & WHEEL	432.21	
100-150-54320	EQUIPMENT MAINTENANCE	R & R PRODUCTS INC	WHEEL, BUSHING, KIT ANTI-SCALP ROLLER,	663.85	
100-150-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	OIL FILTERS, PN 10W30	30.78	
100-150-54330	VEHICLE MAINTENANCE	BOMGAARS	BRAKLEEN, GEAR LUBE	37.96	
100-150-54330	VEHICLE MAINTENANCE	GRAINGER	NUMBER LABEL SET, VINYL	165.60	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	ACE HARDWARE & GARDEN CNT	PUTTY KNIFE	178.50	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	PAINT BRUSHES, PAINT THINNER, PAINT	128.25	
100-150-56010	SUPPLIES	FORTE	OFFICE AV - HDMI RECEIVER, SONY 55" DIS	5,651.84	
100-150-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	99.07	
100-150-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	90.78	
100-150-56650	MEMBERSHIP DUES	NEBRASKA RECREATION & PAR	NERPA ANNUAL AGENCY MEMBERSHIP 01/01/20	420.00	
Total For Dept 150 PARKS				8,761.29	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-54310	BUILDING MAINTENANCE	SCP DISTRIBUTORS LLC	WHITE RUBBER BUMPER, WEDGE FOR PERMA-SC	78.11	
100-151-54320	EQUIPMENT MAINTENANCE	NORTHWEST ELECTRIC LLC	REPAIR FOR POOL MOTOR PLUNGE	10,624.70	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				10,702.81	
Dept 152 AQUATIC CENTER POOL					
100-152-54310	BUILDING MAINTENANCE	MENARDS	12X 1-1/2 WOOD ZINC, DOOR LATCH, T-HING	130.76	
100-152-54520	EQUIPMENT RENTAL/PURCHASE	HOMETOWN LEASING	COPIER LEASE	74.26	
100-152-56030	CLEANING SUPPLIES/SERVICE	SHEVLIN SUPPLY	CENTER PULL TOWEL, BATH TISSUE	174.96	
Total For Dept 152 AQUATIC CENTER POOL				379.98	
Dept 155 VAN BERG GOLF COURSE					

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 155 VAN BERG GOLF COURSE					
100-155-53400	COMPUTER SUPPORT/MAINT	ALLO COMMUNICATONS	TELEPHONE - S FIRE STATION, INTERNTE -	115.00	
100-155-54310	BUILDING MAINTENANCE	WEMHOFF REFRIGERATION INC	ICE MACHINE CLEANER	208.20	
100-155-54320	EQUIPMENT MAINTENANCE	R & R PRODUCTS INC	TIRE CARLISLE INDUSTRIAL TRAX	332.50	
100-155-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	BLADE-25 SHREDDER	209.94	
100-155-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	2 - MOUNTS	20.00	
100-155-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	SWITCH	73.47	
100-155-54330	VEHICLE MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	INTERIOR DOOR HANDLE, WINDOW HANDLE	117.87	
100-155-56010	SUPPLIES	NAPA AUTO PARTS OF COLUMBU	GRINDER, BATTERY	1,157.00	
Total For Dept 155 VAN BERG GOLF COURSE				2,233.98	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-53200	PROFESSIONAL SERVICES	CULLIGAN OF COLUMBUS	5 GALLON BOTTLED WATER	17.50	
100-156-53200	PROFESSIONAL SERVICES	JACKSON SERVICES INC	UNIFORMS	89.65	
100-156-54310	BUILDING MAINTENANCE	JC LOCK & KEY	REKEY GOLF COURSE CLUBHOUSES	1,208.49	
100-156-54310	BUILDING MAINTENANCE	VANDENBERG ELE & COMMUNIC	BATHROOM EXHAUST FANS	540.20	
100-156-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	EPR	254.15	
100-156-54320	EQUIPMENT MAINTENANCE	TURFWERKS	BUSHING, THRUST BERG, SOCKET, BRAKE KIT	635.88	
100-156-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	MOWER REEL, BALL BEARING	3,104.02	
100-156-54330	VEHICLE MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	PERFORMANCE TOOL 9 PC	28.99	
100-156-56010	SUPPLIES	FASTENAL COMPANY	A563 GR C	24.00	
100-156-56010	SUPPLIES	MENARDS	13G ODOR CONTROL, 4X6-4' GREEN TREATED,	60.94	
100-156-56010	SUPPLIES	NAPA AUTO PARTS OF COLUMBU	NON-CHLOR BRAKE CLEANER	41.88	
100-156-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	29.99	
Total For Dept 156 QUAIL RUN GOLF COURSE				6,035.69	
Total For Fund 100 GENERAL FUND				119,339.82	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52800	UNIFORMS	JACKSON SERVICES INC	MATS, SHOP TOWEL ORANGE, UNIFORMS	571.76	
200-200-53400	COMPUTER SUPPORT/MAINT	DLT SOLUTIONS LLC	CIVIL 3D GOVERNMENT-USER ANNUAL SUBSCRI	1,147.74	
200-200-54320	EQUIPMENT MAINTENANCE	RIVER VALLEY TIRE SERVICE	2 - DYNATAC RA200	402.00	
200-200-54330	VEHICLE MAINTENANCE	GRAINGER	NUMBER LABEL SET, VINYL	210.45	
200-200-56010	SUPPLIES	LACAL EQUIPMENT INC	ELGIN EAGLE POLY TUBE BROOM	817.82	
200-200-56010	SUPPLIES	MENARDS	POTHOLE PATCH	114.90	
200-200-56010	SUPPLIES	MIDWEST SERVICE & SALES CC	SQUARE EDGE FLAT STANDARD CARBON	813.10	
200-200-56010	SUPPLIES	REARDON LAWN & GARDEN INC	AIR FILTER	9.99	
200-200-56010	SUPPLIES	SHEVLIN SUPPLY	BATH TISSUE, CENTER PULL TOWEL, MULTI E	226.71	
200-200-56010	SUPPLIES	T-BONE PD LLC	PROPANE	299.90	
200-200-56050	FUEL	T-BONE FUEL DELIVERY	FUEL	8,559.78	
200-200-56190	PERSONAL PROTECTIVE SUPP	GRAINGER	FLOTATION COLLAR	461.36	
200-200-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	89.96	
200-200-57200-25026	CAPITAL-LAND & BUILDINGS	WILSON & COMPANY, INC	HWY 81 & 63RD AVE TRAFFIC SIGNAL STUDY	4,712.27	
200-200-57300-20070	CAPITAL-NEW CONSTRUCTION	HDR ENGINEERING INC	COLUMBUS SAFE STREETS & ROADS FOR ALL	44,971.71	
200-200-57300-20071	CAPITAL-NEW CONSTRUCTION	GEHRING CONSTRUCTION &	CONCRETE PAVING IMPROVEMENTS 2026	30,741.30	
Total For Dept 200 STREETS				94,150.75	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	MATS, SHOP TOWEL ORANGE, UNIFORMS	80.18	
200-202-54330	VEHICLE MAINTENANCE	BOMGAARS	ADAPTER, FUEL HOSE, FLOOR FLANGE, PIPE	137.32	
200-202-56010	SUPPLIES	BOMGAARS	PIPE NIPLE, SWIVELS	78.37	
200-202-56010	SUPPLIES	LAWSON PRODUCTS	3/16X2 INSULFORMST	47.10	
200-202-56090	SMALL TOOLS	MENARDS	3-PC SOCKET RAIL SET	31.96	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 202 MECHANICS SHOP					
200-202-56090	SMALL TOOLS	NAPA AUTO PARTS OF COLUMBUS	LUBE EQUIPMENT	477.99	
200-202-56090	SMALL TOOLS	O'REILLY AUTOMOTIVE INC	BATTERY	93.39	
200-202-56130	SUPPLIES FOR RESALE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	35.70	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	OIL & CABIN AIR FILTER	406.31	
200-202-56130	SUPPLIES FOR RESALE	BOMGAARS	COIL CHAIN, BOLT SNAP, QUICK LINK, FASI	39.93	
200-202-56130	SUPPLIES FOR RESALE	CHROME N' STEEL TRUCK & TR	LONG STROKE BRAKE CHAMBER, CLEVIS PIN F	68.58	
200-202-56130	SUPPLIES FOR RESALE	COLUMBUS STEEL SUPPLY	PLATE, ANGLE, SQ TUBING	430.81	
200-202-56130	SUPPLIES FOR RESALE	JOHN DEERE FINANCIAL	CREDIT - KIT, CORE FOR WATER PUMP	(12.83)	
200-202-56130	SUPPLIES FOR RESALE	KELLY SUPPLY COMPANY	GATES HYD HOSE, STEM	355.71	
200-202-56130	SUPPLIES FOR RESALE	LAWSON PRODUCTS	GALVANIZED FLAT WASHER	19.74	
200-202-56130	SUPPLIES FOR RESALE	NEBRASKA HARVESTORE SYSTEM	KIT BLOCK HEATER	87.20	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	RV ANTIFREEZE	38.54	
200-202-56130	SUPPLIES FOR RESALE	SCHAEFFER MFG COMPANY	SUPER LUBE, GEAR LUBE	2,349.84	
Total For Dept 202 MECHANICS SHOP				4,765.84	
Total For Fund 200 STREETS/ENGINEERING				98,916.59	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	2 - FIRESTONE TIRES	400.00	
205-205-54440	RUNWAY MAINTENANCE	WESTMOR FLUID SOLUTIONS LI	O-RING	91.74	
205-205-56010	SUPPLIES	BOMGAARS	BAR & CHAIN OIL, TORDON RTU	25.98	
205-205-56010	SUPPLIES	MENARDS	90Z ENCORE PPR CUP, BOUNTY	14.93	
205-205-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	59.97	
Total For Dept 205 AIRPORT				592.62	
Total For Fund 205 AIRPORT				592.62	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-54320	EQUIPMENT MAINTENANCE	ASSOCIATED FIRE PROTECTION FA	SYSTEM SERVICE SEMI ANNUAL INSPECTIC	450.00	
220-220-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	PAPER, AA BATTERY	15.26	
220-220-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PAPER, AA BATTERY	24.39	
220-220-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEASE	130.21	
220-220-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	115.88	
220-220-56240	TELEPHONE	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	1,356.79	
Total For Dept 220 E911				2,092.53	
Total For Fund 220 COMMUNICATIONS - E911				2,092.53	
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	322.05	
500-500-53400	COMPUTER SUPPORT/MAINT	DLT SOLUTIONS LLC	CIVIL 3D GOVERNMENT-USER ANNUAL SUBSCRI	860.81	
500-500-54310	BUILDING MAINTENANCE	BOMGAARS	INFRARED HEATER	42.80	
500-500-54310	BUILDING MAINTENANCE	MENARDS	LIBMAN 24", DUST MOP, CEMENT PATCH, 2"	212.54	
500-500-54320	EQUIPMENT MAINTENANCE	NEBRASKA HARVESTORE SYSTEM	QUICK TACH REPAIR	533.02	
500-500-54330	VEHICLE MAINTENANCE	COLUMBUS TIRE & SERVICE	4 - DURATRAC TIRES	1,899.24	
500-500-54330	VEHICLE MAINTENANCE	MID-AMERICAN RESEARCH	NUKE LIFT STATION DEGREASER	4,684.50	
500-500-54390	SYSTEM MAINTENANCE	BOMGAARS	PARACORD	49.49	
500-500-54390	SYSTEM MAINTENANCE	MUNICIPAL PIPE TOOL CO LLC	HYDRO X NOZZLE	348.89	
500-500-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PAPER	444.52	
500-500-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	88.91	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 500 WASTEWATER COLLECTION					
500-500-56650	MEMBERSHIP DUES	NEBRASKA RURAL WATER ASSOC	2026 MEMBERSHIP RENEWAL	137.50	
500-500-57300-20093	CAPITAL-NEW CONSTRUCTION	BENESCH ALFRED & COMPANY	LIFT STATION #15 WESTBROOK	5,649.50	
Total For Dept 500 WASTEWATER COLLECTION				15,273.77	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	213.99	
500-501-54320	EQUIPMENT MAINTENANCE	BOMGAARS	BOLTS, NUTS, THREADED ROD	29.37	
500-501-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	PVC SOLID FLG FPT	41.10	
500-501-54320	EQUIPMENT MAINTENANCE	WEMHOFF REFRIGERATION INC	MAXITROL VALVE	895.09	
500-501-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	DRUM LINER CLR	44.96	
500-501-56010	SUPPLIES	MENARDS	HEFTY, 16 OZ SEAFOAM, ANT-SEIZE LUBRICF	46.10	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, BAR TOWELS, SHOP TOWEL ORANGE	40.94	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	7,192.55	
500-501-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	59.97	
500-501-56650	MEMBERSHIP DUES	NEBRASKA RURAL WATER ASSOC	2026 MEMBERSHIP RENEWAL	137.50	
Total For Dept 501 WASTEWATER TREATMENT FAC				8,701.57	
Total For Fund 500 UTILITY SERVICE				23,975.34	
Fund 520 WATER					
Dept 520 WATER					
520-520-52700	TRAINING AND TUITION	NEBRASKA RURAL WATER ASSOC	2026 MEMBERSHIP RENEWAL	137.50	
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	82.18	
520-520-53400	COMPUTER SUPPORT/MAINT	DLT SOLUTIONS LLC	CIVIL 3D GOVERNMENT-USER ANNUAL SUBSCRI	860.81	
520-520-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	INSULATION KIT	19.25	
520-520-54310	BUILDING MAINTENANCE	BOMGAARS	INFRARED HEATER	42.79	
520-520-54310	BUILDING MAINTENANCE	MENARDS	SHELF, 2X8-10', 8" DOUBLE HOOK, 1/4X2-3	24.08	
520-520-54320	EQUIPMENT MAINTENANCE	NEBRASKA HARVESTORE SYSTEM	QUICK TACH REPAIR	533.02	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	TARP	85.01	
520-520-54390	SYSTEM MAINTENANCE	CORE & MAIN LP	HYD EXT KIT, HYD REPAIR KIT	1,406.00	
520-520-54390	SYSTEM MAINTENANCE	GEHRING CONSTRUCTION &	22ND ST & 32ND AVE	1,297.67	
520-520-54390	SYSTEM MAINTENANCE	JACKSON SERVICES INC	UNIFORMS	82.23	
520-520-55640	COMPLIANCE TESTING	NEBRASKA PUBLIC HEALTH	TESTING	412.00	
520-520-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	PAPER	444.51	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	5,122.77	
520-520-56135	AMR RADIO EXPENSE	CORE & MAIN LP	OMNI+ 1-1/2 R2 100CF	12,068.50	
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	99.06	
520-520-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	29.99	
520-520-56650	MEMBERSHIP DUES	NEBRASKA RURAL WATER ASSOC	2026 MEMBERSHIP RENEWAL	137.50	
520-520-57200-26031	CAPITAL-LAND & BUILDINGS	UTILITY SERVICE CO INC	MIXING SYSTEM INSTALLATION	35,930.00	
Total For Dept 520 WATER				58,814.87	
Total For Fund 520 WATER				58,814.87	
Fund 560 STORMWATER UTILITY					
Dept 560 STORMWATER UTILITY					
560-560-53400	COMPUTER SUPPORT/MAINT	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	77.93	
560-560-53400	COMPUTER SUPPORT/MAINT	DLT SOLUTIONS LLC	CIVIL 3D GOVERNMENT-USER ANNUAL SUBSCRI	286.94	
Total For Dept 560 STORMWATER UTILITY				364.87	
Total For Fund 560 STORMWATER UTILITY				364.87	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
 EXP CHECK RUN DATES 02/03/2026 - 02/03/2026  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 570 SOLID WASTE DIVISION					
Dept 570 TRANSFER STATION					
570-570-52500	UNEMPLOYMENT	NEBRASKA UC FUND	UNEMPLOYMENT	5,640.00	
570-570-52800	UNIFORMS	JACKSON SERVICES INC	MATS, ROLLER TOWEL, UNIFORMS	207.53	
570-570-54310	BUILDING MAINTENANCE	BOMGAARS	BULK BOLTS	1.38	
570-570-54310	BUILDING MAINTENANCE	NOSWETT FENCING INC	REPAIR FENCE	1,790.00	
570-570-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	AIR FILTER, F/W SEPARATOR FILTER	71.03	
570-570-54330	VEHICLE MAINTENANCE	MENARDS	DIESEL CONDITIONER, SPLASH -35	337.26	
570-570-54330	VEHICLE MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	FUEL FILTER	115.14	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	6 - TIRES	7,990.54	
570-570-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	ELBOW-90 PTC	196.26	
570-570-56010	SUPPLIES	NAPA AUTO PARTS OF COLUMBU	BATTERY CABLES	10.99	
570-570-56030	CLEANING SUPPLIES/SERVICE	MENARDS	ANGEL SOFT, BOUNTY, PURELL	52.52	
570-570-56240	TELEPHONE	AT&T MOBILITY	CELL PHONE DEC 22 - JAN 21	29.99	
570-570-56800	WASTE GRANT EXPENSE	KEEP COLUMBUS BEAUTIFUL	REIMBURSE SCRAP TIRE PERSONNEL EXPENSES	1,520.00	
Total For Dept 570 TRANSFER STATION				17,962.64	
Total For Fund 570 SOLID WASTE DIVISION				17,962.64	
Fund 600 HEALTH INSURANCE					
Dept 600 HEALTH INSURANCE					
600-600-53600	HEALTH ADMINISTRATION	AUXIANT	STOPLOSS PREMIUM, FEES	60,008.95	
Total For Dept 600 HEALTH INSURANCE				60,008.95	
Total For Fund 600 HEALTH INSURANCE				60,008.95	
Fund 999 PAYROLL CLEARING					
Dept 000					
999-000-21510	HEALTH ACCOUNT PAYABLE	AUXIANT	HEALTH FUNDING	179,973.17	
999-000-21530	FLEXIBLE SPEND PAYABLE	AUXIANT	FLEX FUNDING	5,481.37	
Total For Dept 000				185,454.54	
Total For Fund 999 PAYROLL CLEARING				185,454.54	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
EXP CHECK RUN DATES 02/03/2026 - 02/03/2026  
BOTH JOURNALIZED AND UNJOURNALIZED  
OPEN

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

Fund 100 GENERAL FUND	119,339.82
Fund 200 STREETS/ENGINEE	98,916.59
Fund 205 AIRPORT	592.62
Fund 220 COMMUNICATIONS	2,092.53
Fund 500 UTILITY SERVICE	23,975.34
Fund 520 WATER	58,814.87
Fund 560 STORMWATER UTII	364.87
Fund 570 SOLID WASTE DIV	17,962.64
Fund 600 HEALTH INSURAN	60,008.95
Fund 999 PAYROLL CLEARIN	185,454.54
Total For All Funds:	<u>567,522.77</u>

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

**7. SPECIAL PRESENTATIONS**

7.A. Annual report from the Library Board.



# Columbus Public **LIBRARY**

connecting people and ideas

## Annual Report



Fiscal Year 2024/2025

# Director's Report

The past year was a period of significant transition for the library, marked by a major Integrated Library System (ILS) migration and enhancements to facility infrastructure. While the library faced personnel challenges—including the tragic loss of a colleague—the team demonstrated resilience by successfully launching new programs and preparing for a more integrated future with the Pioneer Consortium. The primary focus for much of 2025 was the complex migration from the OneLibrary Consortium to the Pioneer Consortium, utilizing Koha and Aspen Discovery. Following City Council approval in May, the process moved through rigorous data mapping and training phases, and by September 2025, the library successfully completed data testing.

In addition to software upgrades, the library prioritized physical safety following a lockdown in the spring of 2025. Security protocols were reviewed and updated, leading the City Council to approve the purchase of new library cameras. This installation was completed, ensuring that every square foot of the public spaces on the first and second floors was covered. While the library also conducted a trial for new scheduling software, it was ultimately determined to be unsuitable for specific operational needs. These infrastructure improvements provided a stable foundation for the staff as they navigated a year defined by both growth and profound loss.

In April, the library community grieved the passing of staff member Dylan Wall, and a "Call for Artists" was launched in May to create a permanent tribute in the second-floor concourse. The year also saw the retirement of long-time staff member Donna Thiem, who concluded 38 years of service in September. To manage these shifts and address evolving needs, the library promoted several employees, created a new full-time position, and implemented an internship program funded by the Columbus Public Library Foundation. These internal changes were balanced by a continued commitment to community outreach and modernized service models.

Strengthening community ties remained a top priority through a pilot program with Columbus Public Schools that launched Student Digital Cards. Simultaneously, the library transitioned to a "fine-free" model and updated Patron Conduct procedures to align with building-wide policies at City Hall. The physical environment also received significant attention, including the installation of the Seaton Murray Sculpture and new Children's Library signage. Finally, the staff optimized the collection by weeding and reorganizing the DVD section, which improved accessibility and ensured the library's resources were better utilized by the public.

Ultimately, 2025 served as a year of transformation that reinforced the library's role as a modern, safe, and student-centered hub for the community. By modernizing digital systems and revitalizing physical spaces, the library successfully balanced essential technical upgrades with a deep commitment to staff well-being and patron access. These achievements laid a robust groundwork for the coming year, ensuring the library remained well-positioned to serve its evolving population with efficiency and compassion.

**Columbus  
Public Library  
Board of Directors**

Amy Mancini  
Larry O'Neill  
Anne Kinnison  
Cathy Kwapnioski  
Scarlett Johnson  
Timothy Matas  
Nicole Ripke

**Columbus Library  
Foundation**

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Carol Keller  
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Sue Murphy  
Gayleen Hingst  
Ramona Kluth  
Kelli Keyes  
Chris Smith

connecting people and ideas

## Mission and Vision

### CITY MISSION STATEMENT

We aim to safeguard our thriving and inclusive community and enhance opportunities for a high quality of life, sustainable progress, and a vibrant and secure future for all.

### LIBRARY MISSION STATEMENT

The mission of the Columbus Public Library is to connect people and ideas through access to materials, services, and experiences that enrich lives; build community; empower diverse learners of all ages; and inspire imagination and innovation.

### LIBRARY VISION STATEMENT

Columbus Public Library is an inviting and inclusive hub where people find connection and opportunity.

## Goals and Objectives

**Workforce:** We will support and train staff, empowering excellent service.

**Efficient Services:** We will review all policies and procedures, identifying and implementing efficiencies.

**Community Relations:** We will create a sense of belonging and familiarity, engaging all senses.

**Collaboration:** We will be recognized as valuable community members, sharing and growing our skills.

# Fiscal Year 2024-2025

## Yearly Per Capita Operating Budget: \$57

### REVENUE

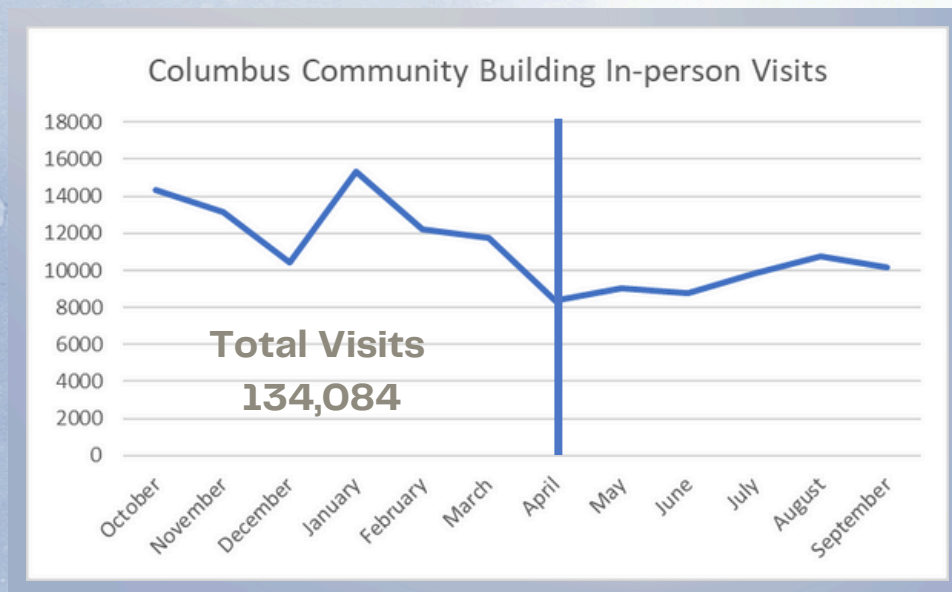
### EXPENSES

City of Columbus	1,387,956
Donations, Foundation, Fees	53,985
State Grants	4,681
<b>Total Operating</b>	<b>1,446,622</b>

Personnel	1,035,836
Operating	283,777
Materials	127,009
<b>Total Operating</b>	<b>1,446,622</b>

## Impact on the Community

Cardholders	18,120	↑ 4.4%
Materials Checked Out	TBD: Waiting for State Statistics	
Events Held	367	↑ 15.0%
Event Attendance	13,510	↑ 121.1%
Computer Uses	12,582	↑ 5.5%
Meeting Room Uses	2,555	↑ 41.7%



Note: New door counters activated in April

# Sister City Comparison

## 2022-2023

2022-23	Population	Hours	Local Revenue	Staff Expenses	Operating Expenses	FTE
Papillion	23,794	6,864	\$1,452,997	\$870,790	\$1,310,476	15.60
Columbus	24,195	3,368	\$1,408,760	\$943,919	\$1,313,154	14.55
Hastings	24,927	4,318	\$1,430,258	\$1,012,519	\$1,472,186	15.38
Norfolk	25,928	3,276	\$1,967,706	\$1,278,161	\$1,852,630	16.18
Fremont	27,318	2,808	\$1,008,331	\$725,130	\$1,168,904	11.00

	Materials Collection			
2022-23	Expenses	% Operating	Size	Size/Cap
Papillion	\$144,524	11.03	69,264	2.91
Columbus	\$103,349	7.87	53,851	2.23
Hastings	\$146,394	9.94	73,492	2.95
Norfolk	\$259,419	14.00	100,333	3.87
Fremont	\$117,167	10.02	54,617	2.00

	Circulation		Events	
2022-23	Materials	/capita	Attendance	/capita
Papillion	321,868	13.53	17,926	0.75
Columbus	128,753	5.32	4,661	0.19
Hastings	212,023	8.51	13,078	0.52
Norfolk	245,757	9.48	11,398	0.44
Fremont	113,726	4.16	4,844	0.18

**Note: 2022-23: Located in interim space and closed for move to new space.**

# Thank You!

We are grateful to the library's generous donors. Their support makes the library a vibrant hub for the community.

**Barbara Gay**  
**Beatrice Rosche**  
**Beth & Terry Millard**  
**Brad Andersen**  
**Colleen Soulliere**  
**Columbus Education Association**  
**Donald & Kathleen Dreesen**  
**FLEXcon Company, Inc.**  
**Friends of the Library**  
**Harlan & Virginia Bailey C/O Keith & Tamara Riley**  
**Jaclyn Ternus**  
**James & Jerilyn Kamm**  
**John & Traci Bender**  
**Ken & Kathleen Smith**  
**Lawrence & Katherine Brenner**  
**Lee & Ellen Ehlers**  
**Luis Acosta**  
**Mable Pekarek**  
**Marcus & Brenda Witter**  
**Mary Jane Friehe**  
**Midlands Community Foundation**  
**Patrick & Laura Porter**  
**Philip & Diane Knicky**  
**Roberta Saalfeld**  
**Ronald & Sharlene Wondercheck**  
**Teresa Wagner**  
**Theresa Kumpf**

# **Columbus Public Library Foundation Donors**

**Abbygail Pelc  
Alexander and Lauren Dostal  
Alyssa Shepherd  
Beth and Terry Millard  
Blackbaud Giving Fund  
Bruce and Laura Hadwiger  
Charles and Leanne Brinkman  
Columbus Woman's Club c/o Karen Melcher  
Dan and Kathy Winkenwerder  
Darrell and Carol Burrows  
David and Anne Novicki  
Demaris Smith  
Donnie and SuzAnne Mahoney  
Field School Coffee Club c/o Theresa Seipel  
Gene and Cola Hahn  
Janet Hibbs  
Jeffrey and Kristi Peters  
John and Diane Denkinger  
Kathleen Smith  
Kevin and Megan Pula  
Larry and Kathy Brenner  
Michele Matteson  
Nancy Hansen  
Patrick Porter  
Richard Jackson  
Susan Ferguson  
Wayne and Marilyn Jacobsen  
Wealth Patners c/o Seth Rhodes  
William and Linda Harrison**

# Friends of the Columbus Public Library

**Pat Anderson**

**Bob and Wilma Arp**

**Sharon Becker**

**Mayor Jim and Karen Bulkley**

**John and Katie Claus**

**Douglas Dischner**

**Judy Dworak**

**Robert Eaton**

**Sandra Fischer**

**Dave Fjell**

**Jan Fremarek**

**Rae and David Fulton**

**Colleen Gerhold**

**Tammi and Jeff Gotschall**

**Diana Hendrickson**

**Pat and Don Heimes**

**Sandra Heth**

**Gayleen and Don Hingst**

**Jeanette Jackson**

**Kathy and Jeff Johnson**

**Kelli Keyes**

**Anne Kinnison**

**Ramona and Doug Kluth**

**Theresa Kumpf**

**Kathleen Lohr**

**Steve and Susan McClure**

**Jim and Dianna McElfresh**

**John and Linda McPhail**

**Amy Mancini**

**Beth and Terry Millard**

**Michelle Moore**

**Pat Muhle**

**Jim and Sue Murphy**

**Nina Nelson**

**Lisa Nielsen**

**John and Nila Novotny**

**Melodee Pedersen**

**Gov. Jim and Suzanne Pillen**

**Wanda Rezac**

**Sandra Riley**

**Peggy Roth**

**Bobbi Saunders**

**Arlee Schaefer**

**Dennis and Chris Smith**

**Gordon and Francis Steinbrook**

**George and Glenda Steinsberger**

**Mary Clare Stephan**

**Suzanne Totten**

**Jay and Jeanine Trofholz**

**Carol Uden**

**John and Linda Whitehead**

**Marilyn Zehring**

**8. PUBLIC HEARINGS: None**

**9. PETITIONS AND COMMUNICATIONS: None**

**10. REPORTS OF CITY OFFICES**

10.A. Columbus in Focus - General Administration

# CITY ADMIN LEADERSHIP GROUP

A SPECIAL PRESENTATION: FEBRUARY 2026



# LEADERSHIP TEAM

- **Betsy Eckhardt**, Director of General Services
- **Matt Lindberg**, Public Communications Manager
- **Tammy Orender**, Human Resources Director
- **Matt Soukup**, Computer Network Technician
- **Shuraya Choat**, City Clerk
- **Jean Van Iperen**, Planning and Economic Development Coordinator





# PURPOSE OF THE GROUP

**Align the Administrative team around strategic goals, translating them into regular, actionable priorities while working collaboratively to problem-solve.**

# WORKFORCE

Develop tools to allow city employees to more efficiently complete their work.

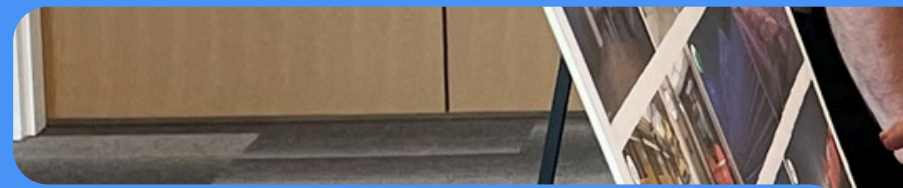
- Onboarding/Offboarding Staff Procedures
- City Hall general office procedures
- Implementation of Microsoft 365



# EFFICIENT DELIVERY OF CITY SERVICES

Develop and maintain informational resources which are easily accessible to the public.

- Phone Software AI Set Up
- Office Procedures
- Enhance public-facing communications to help residents better understand city services, processes, and operational responsibilities.



# COMMUNITY RELATIONS



Be transparent and an informative city by ensuring all residents have the opportunity to participate.

- 23<sup>rd</sup> Street beautification grant.
- Website enhancements/modifications

# COLLABORATION



Increase public engagement opportunities.

- Wayfinding study coordinating with the BID.
- Work with General Services and departments to identify and improve Spanish-language and accessible communications related to city services.

# HOW DO WE DO THIS?

- Weekly review of goals and set intentions
- Create action steps to complete
- Discuss goals and how we can help each other with the action items and moving them across the finish line.



AMY

QUESTIONS

???

**11. REPORTS OF COUNCIL COMMITTEES**

11.A. Committee of the Whole - February 2, 2026

11.A.1. City of Columbus Purchasing Policy and Procedures.



# CITY OF COLUMBUS

## **PURCHASING POLICY and PROCEDURES**

The purpose of this Purchasing Policy is to establish clear and consistent standards for the expenditure of City funds in order to ensure fiscal responsibility, transparency, and accountability. All City funds are held in trust for the public, and this policy is intended to promote prudent stewardship of those resources, ensure compliance with applicable laws, and support fair, ethical, and efficient purchasing practices.

Project costs must be combined whenever possible. Splitting expenses to avoid the requirements of this purchasing policy is expressly prohibited.

Maintenance contracts, service agreements, subscriptions, renewals and similar items shall not be structured or renewed in a manner that circumvents the requirements of this policy.

### **SECTION 1: DEFINITIONS**

- 1) **Goods/Services:** Shall mean and include all supplies, parts, materials, and equipment.
- 2) **Written Quote:** Quote submitted by supplier on their company letterhead.
- 3) **Contractual Services:** Shall mean and include all telephone, gas, water, electric light and power service, towel and cleaning service, insurance, lessee for all grounds, building, office, or other space required by the using agencies; and the rental, repair, or maintenance of equipment, machinery, and other city-owned property. The term shall not include professional and other contractual services that are in their nature unique and not subject to competition.
- 4) **City:** Shall mean the City of Columbus, Nebraska.
- 5) **Using Agency:** Shall mean any department, agency, commission, board, or other unit of city government using supplies or procuring contractual services as provided for in this article.

- 6) **Position Substitution:** To facilitate the carrying out of these policies, the following substitutions may be made:
  - a. In the absence of the City Administrator or Finance Director, the Director of General Services shall make approval decisions.
  - b. In the absence of the Department Head, a supervisor or designee may be substituted.
- 7) **Emergency:** An interruption to the normal delivery of municipal services, which jeopardizes the life, health or safety of people in Columbus.

## **SECTION 2: PURCHASES**

Purchases of goods and services shall be handled as follows:

- 1) For purchases of less than \$1,000, Department Heads shall establish a policy with their employees in order to properly manage city resources.
- 2) Purchases of \$1,000, but less than \$5,000, may only be made with Department Head or their designee's approval. Where possible, at least two written quotes shall be obtained for the purchase of goods/services, except where availability of goods/service is limited.
- 3) Purchases of \$5,000, but less than \$25,000, require approval of the affected Department Head and the City Administrator, and verification of availability of funds by the Finance Director. Three written quotes shall be obtained except where availability of goods/services is limited.
- 4) Purchases of \$25,000, but less than \$75,000, require approval of the affected Department Head and the City Administrator, and verification of availability of funds by the Finance Director. Three written quotes shall be obtained except where availability of goods/services is limited. The quotes for purchases between \$25,000 and \$75,000 are to be presented to the City Council for approval prior to purchase. While the formal contract procedure, as outlined below, is not required for purchases in this dollar range, a Department Head may choose to follow the formal contract procedure if the formal contract procedure is better suited to the type of purchase.
- 5) Purchases or contracts in the amount of \$30,000 or greater, which will be included in an assessment to a property owner, including, but not limited to, water, sewers, streets, etc. shall require competitive bidding, in accordance with Nebraska SS 16-321(4).

- 6) Sole Source: When quotes are required, sole sourcing is only allowed when it pertains to an existing system that has maintenance or required needs that can only be sourced through a sole provider.

### **SECTION 3: EMERGENCY PURCHASES**

- 1) In the event of an emergency requiring the immediate purchase of supplies or contractual services totaling \$25,000 or more, the City Administrator may authorize the Department Head to obtain the necessary goods or services at the lowest obtainable price. The City Administrator shall be notified prior to the purchase when feasible, or as soon as practicable afterward if prior notification is not possible.
- 2) In the event of an emergency requiring the immediate purchase of supplies or contractual services up to \$24,999, the Department Head may authorize employees to obtain the necessary goods or services at the lowest obtainable price.
- 3) A report of the circumstances of any emergency purchase shall be filed by the Department Head with the City Administrator, if the purchase was \$25,000 or greater it shall be presented to the council for their information.

### **SECTION 4: FORMAL CONTRACT PROCEDURE**

- 1) When the estimated cost of supplies, equipment, or services exceeds \$75,000, no formal contract for purchase or sale shall be authorized without prior approval of the City Council. Competitive bidding shall be required for costs that are estimated to exceed \$75,000. Competitive bidding shall be required except where the unique and noncompetitive nature of the product or services make competitive bidding impractical. All supplies, equipment, and services in this category shall be purchased or sold by formal written contract, from the lowest responsible bidder, after due notice inviting proposals. Contract agreements are approved by the City Council in the form of a Resolution.
- 2) Professional services are not subject to competition bidding and are by Quality Based Selection. Contract agreements are approved by the City Council in the form of a Resolution.

- 3) A notice, inviting bids or professional services proposals, shall be published once in the Columbus Telegram and placed on the city website and advertised on [www.questcdn.com](http://www.questcdn.com) (QuestCDN) at least Fourteen (14) calendar days preceding the last day set for the receipt of proposals. The notice shall include a general description of the scope of services desired, articles to be purchased or sold, and shall state where bid documents and specifications may be secured, and the date, time, and place for opening bids.
  - a. The Department Head may also notify responsible prospective vendors of bids by sending them a copy of such newspaper notice, QuestCDN number, or such other notice as will acquaint them with the proposed purchase or sale. In any case, invitation sent to the vendors shall be limited to commodities that are similar in character and ordinarily handled by those vendors to whom the invitations are sent.
- 4) When deemed necessary by the City Administrator or Department Head, performance bonds will be required. A performance bond will not be required for construction contracts under \$75,000.
- 5) When deemed necessary by the City Administrator or Department Head, each bid must be accompanied by a bid bond or cashier's check payable to the City of Columbus for 5% of the total amount of the bid.
- 6) Bids shall be submitted "sealed" to the City Office identified in the bid documents and shall be identified as 'bid' or 'proposal' on the envelope, with time of bid opening and purpose of bid opening also marked on the envelope. Bids or professional services, which are indicated to be received electronically, will be through the QuestCDN bidding process. Bids, which are indicated to be open to the public, shall be opened in public on the date, time, and place stated in the public notices. Typical and standard bid openings are Tuesday at 2:00 p.m. A tabulation of all bids received shall be available for public inspection after approval of the City Council.
- 7) The City shall have the authority to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby.
- 8) The City shall not accept the bid of a contractor who is in default on the payment of taxes, licenses, or other monies due the City. The City shall not accept the bid requiring a bid bond or cashier's check which is not included at time of bid opening.

- 9) Contract shall be awarded to the lowest responsible bidder. In determining “lowest responsible bidder”, in addition to price, the Department Head shall submit to the City Administrator his/her recommendation taking into account the following items a-i:
- a. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
  - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, and efficiency of the bidder;
  - d. The quality of performance of previous contracts or services;
  - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. The quality and availability of the goods or contractual services to the particular use required;
  - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - i. The number and scope of conditions attached to the bid.
- 10) When the award is not given to the lowest bidder in price, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the Department Head, approved by the City Administrator and filed with other papers related to the transaction.

- 11) Except in the case of tie bids, there shall be neither formal nor tacit local vendor's preference policies. The City shall neither impose nor condone any bidding or procurement policies that result in exclusionary or anti-competitive bidding or violate state or federal antitrust laws. If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder. Where there is no local bidder, or when two (2) or more local bidders are equal, the Department Head shall make a recommendation to the City Administrator in order to select a bidder.
- 12) The City, whenever applicable, may, by the use of purchasing under a State of Nebraska contract, or similar cooperative purchasing service, purchase supplies, equipment, or services without the necessity of using the formal bid requirements as set forth in this section.

#### **SECTION 5: ALTERNATIVE PROJECT DELIVERY METHODS FOR CONSTRUCTION PROJECTS**

Policy for Design-Build and Construction Management at Risk processes for certain projects is incorporated in the Purchasing Policy as detailed in Resolution No..R11-05, Policies and Procedures for Design-Build & Construction Management at Risk Contracts which follows the Nebraska Revised State Statutes Political Subdivision Construction Alternatives Act (§13-2901). Excluded from both alternatives are construction projects involving basic infrastructure such as roads, streets, highways, water, sewer, utility and wastewater.

**SECTION 6: PAYMENT APPROVAL PROCESS**

To provide efficient processing of invoices related to the aforementioned purchasing. With the only exception being emergency purchases, the following process is to be followed prior to expenditure of any city funds:

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
Formal Bidding Required					X
City Council Approval				X	X

- 1) All purchases of \$1,000 or more require Department Head approval on a fully completed Purchase Request Form to be attached with the invoice.
- 2) Purchases of \$5,000, but less than \$24,999, will need Department Head, City Administrator approval and verification of funds by the Finance Director on a fully completed Purchase Request Form to be attached with the invoice. These invoices will be approved by the Department Head, City Administrator and Finance Director.

- 3) Purchases over \$25,000 but less than \$75,000 will need the approval of the, Department Head, and City Administrator and verification of funds by the Finance Director on a fully completed Purchase Request Form and invoice and be placed on the City Council agenda for consideration. Discrepancies between invoice and Council authorization will be reconciled by the Finance Department with approval by the City Administrator.
- 4) Construction pay applications for capital improvement projects shall follow this purchasing policy, when a pay application requires City Council approval it shall be on a Resolution for payment and placed on the City Council agenda for consideration.
- 5) Construction pay application field orders will require the signature of the Department Head and general contractor and included in the next applicable pay application and subsequent Resolution for payment.
- 6) Construction change orders will require the signature of the Department Head and general contractor including a Resolution approved by the City Council.

All prices to be quoted F.O.B. Columbus, Nebraska, or to include freight charges to Columbus. This will eliminate most discrepancies between invoices and quotes and keep bidding fair.

Original adopted September 7, 1993  
Amended and adopted June 3, 1996  
Amended and adopted May 4, 1998  
Amended and adopted June 4, 2001  
Amended and adopted March 3, 2003  
Amended and adopted March 6, 2006  
Amended and adopted October 16, 2006  
Amended and adopted November 6, 2006, effective October 1, 2007  
Amended and adopted September 2, 2008, effective October 1, 2008  
Amended and adopted June 21, 2010  
Amended and adopted February ##, 2026.

## City of Columbus, Nebraska Purchase Request Form

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

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: \_\_\_\_\_

Requesting Employee: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Department Head: \_\_\_\_\_

Date: \_\_\_\_\_

### 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.*

**4. Selected Vendor Information:**

Vendor Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Cooperative Purchasing (State Contract, Sourcewell, etc.):  Yes  No

**5. Cost & Budget:**

Total Cost: \_\_\_\_\_

Account Number(s): \_\_\_\_\_

Funds Available:  Yes  No

**6. Attach Required Quotes**

**7. Approvals**

Supervisor / Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

City Administrator (if \$5,000+): \_\_\_\_\_ Date: \_\_\_\_\_

City Council Approval (if \$25,000+): \_\_\_\_\_

Verification of Funds:

Finance Director (if \$5,000+): \_\_\_\_\_ 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.*

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

13. **REPORTS ON LEGISLATION: None**

14. **NEW BUSINESS**

14.A. Quote from SEi in the amount of \$12,609 for camera upgrades for the Aquatic Center.





*Your Safety Is Our Business*  
secure • monitor • connect

# City Of Columbus

## Aquatic Center Camera Upgrades

85625-2-0  
Dated: 1/15/2026

Prepared for:  
Matt Soukup

Customer: City Of Columbus

Site: 1783 10 Avenue  
Columbus, NE, 68601

Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.Us



Your Safety Is Our Business  
secure • monitor • connect

Proposal #: 85625-2-0

Dated: 1/15/2026

## Aquatic Center Camera Upgrades

### Scope of Work

SEI to provide and install the following cameras to replace the existing Arecont cameras. Existing camera locations in the lobby have existing service loops to reach "move to" locations. Pool camera will require direct burial cable. Exterior parking lot camera needs no new wire. All cameras will utilize the existing camera license from the old camera.

### Standard Qualifications:

- All work shall be done during normal working hours
- All ceiling, floor and walls are assumed to be accessible for cable and device installation
- Customer to provide all conduit, back boxes, and 120 VAC power as required
- Customer to provide Ethernet network including: equipment, network drops, connectivity, and IP addresses as required.
- Any existing wire and/or equipment to be reused that does not meet standards will be replaced at an additional charge
- SEi will provide programming of the system
- SEi is not responsible for drywall or painting work necessary for installation.
- SEi is not responsible for patching or covering holes left behind by removing, relocating, or replacing existing equipment.
- No integration to any other system is included in this proposal
- Proposal does not include any project submittals, shop drawings, as-built drawings, or O&M manuals
- No fiber optic cable or connectors are included in this price
- No permits or bonds are included in this price
- SEi has excluded sales tax in the proposal given.
- A 50% down payment will be required by SEi prior to our ordering equipment.
- Customer needs to be able to provide log in credentials and IPs for the existing recording device(s), and all existing IP cameras to be taken over by SEi.
- **The proposal excludes potential price increases due to government-imposed tariffs. Any such increases will be the customer's responsibility until SEi receives a 50% deposit. Once the deposit is received, SEi will secure equipment at the current pricing.**

Prepared by: Robb Walker • Major Accounts Executive

rwalker@seisecurity.com • seisecurity.com

2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616

**Customer:** City Of Columbus  
**Site:** 1783 10 Avenue  
Columbus, NE, 68601  
**Contact:** Matt Soukup | 402-562-4242 | Msoukup@Columbusne.Us



Your Safety Is Our Business  
secure • monitor • connect

**Proposal #: 85625-2-0**  
**Dated: 1/15/2026**

## Schedule of Protection

### Estimate

QTY	Description
1	29MP IP Panoramic Camera, 4.6mm Lens
2	6MP Panoramic Camera 360 with Deep Learning
1	29MP Outdoor IP Dome Camera, 25/30fps, 90-Degree Vertical Coverage
100	Cat6 Plenum Non Shielded White Wire
100	Cat6 Outdoor Burial Non Shielded Wire

### Investment Summary

<b>Deposit Due in Advance</b>	<b>\$6,304.00</b>
<b>Balance Due Upon Completion</b>	<b>\$6,305.00</b>
<b>Total Proposal Amount</b>	<b>\$12,609.00</b>

*Note: The above price does not include tax*

\* This proposal for the above described protection is valid for 30 days.

\* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee

## Commercial Installation and Service Agreement

THIS AGREEMENT is made January 15, 2026, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "Company") and City Of Columbus ("Subscriber"). Location of Customer's premises 1783 10 Avenue, Columbus, NE 68601.

Subject to the terms and conditions hereinafter set forth, Company agrees to sell, (except for any and all radio equipment), and provide ( ) of the equipment specified on "**Schedule of Protection / Scope of Work**" (all service offerings selected are collectively, "**Services**"), which is incorporated herein by reference.

### Note:

Subscriber acknowledges and agrees that (i) additional equipment, at additional cost, can provide increased detection ability, (ii) Subscriber has voluntarily elected to accept the System based on Subscriber's business reasons, e.g., cost, firm culture, Premises environment and conditions, insurance requirements, etc., (iii) a second telephone line at the Premises may be necessary to use the telephone while the System is transmitting data to the monitoring facility, (iv) if the System includes radio equipment or the System is owned by the Company, Subscriber shall permit Company to remove the radio equipment or the System within three (3) business days after the termination of services to the radio or the System and Subscriber agrees to pay Company on a time basis at Company's then prevailing charges for such removal or, at Company's sole election, Subscriber shall, at its sole cost, within three (3) business days after the termination of services to the radio or System, remove and return the radio equipment or the System complete, undamaged (ordinary wear and tear excepted), and in good working order to the Company at the Company's home office, (v) Subscriber shall notify Company of all ordinances or local policies of the police, sheriff, fire, medical, ambulance, guard, patrol and response services, and other governmental, private or volunteer departments and organizations (collectively, "First Responders") that may affect Company's performance of services to Subscriber, (vi) the local municipality where the Premises is located may require a license, permit or fee for the installation, use or monitoring of the System which is the sole responsibility of Subscriber to determine and comply with, and (vii) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the internet are susceptible to being accessed by others, e.g., hackers, and Subscriber hereby releases Company for and from all damages, losses, costs and liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

### Installation Charges:

Subscriber agrees to pay Company the sum of \$12,609.00, plus tax, if applicable, for the sale and installation of the System as follows: A 50% deposit prior to ordering equipment. The remaining balance is due in full at time of substantial completion. Installation jobs over \$25,000 are subject to additional progress billing frequencies at Company discretion. Upon substantial completion of installation by  electronic funds transfer ("EFT")  cash, check or money order  credit card. If EFT is checked, you authorize periodic debits to your bank account as stated above.

### Recurring Charges:

Subscriber agrees to pay Company the sum of \$0.00, plus tax, if applicable, per month for the lease of the System (if checked above), and Services, prepaid for a period of five (5) years. This Agreement shall automatically, without action by either party, renew under the same terms and conditions for successive periods equal to the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date or, in the event this renewal provision is not effective for any reason whatsoever, this Agreement shall automatically renew from month to month unless either party gives to the other at least thirty (30) days written notice of intention to terminate at the expiration of any such term. Time is of the essence with regard to this paragraph.

**NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.**

### Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEI's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

**Customer consents to receive SEI invoices and statements by Electronic Delivery.**



**IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.**

**SEI**

Submitted By: Robb Walker  
Approved By: \_\_\_\_\_  
Date: \_\_\_\_\_

**City Of Columbus**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: Matt Soukup  
Title: \_\_\_\_\_  
Email: Msoukup@Columbusne.Us

## Terms & Conditions

1. **DISCLAIMER/LIMITATION OF LIABILITY.** SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE SUBSCRIBER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) COMPANY AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) COMPANY AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) COMPANY AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE.

IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, SUBSCRIBER MAY, PRIOR TO AN OCCURRENCE RESULTING IN ECONOMIC LOSS, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL), AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT PROSPECTIVELY BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

2. **Increase in Charges.** Company shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement by an amount equal to the percentage increase in the Consumer Price Index for the USA (all goods and services) from the date of this Agreement or the date of the last increase in periodic charges, whichever is later, upon giving Subscriber written notice thirty (30) days in advance of the effective date of such change.

3. **Transmission of Data, Video or Voice.** Subscriber acknowledges and agrees that the System is a non-supervised reporting device. If the transmission medium for delivery of data ("Signals"), video images or voice or other audio communications from your System to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by natural or human causes including, without limitation, the cutting of the telephone line, radio transmission interference, power line surges or outages, internet or broadband problems and internet or broadband provider problems, there is no indication of this fact at the monitoring facility. Further, Subscriber understands that (i) a video system enables Company to record, store and review images of the Premises and the area outside of the Premises, (ii) video with audio capability enables Company to record, store and review oral communications from in and outside of the Premises, and (iii) a two-way voice system enables Company to "listen-in" to the Premises and to record, store and review such oral communications. Subscriber authorizes and consents to Company viewing the Premises and the area outside of the Premises and "listening-in" to the Premises and releases Company and Representatives for all claims, losses, damages, costs and expenses due to Company viewing the Premises and the area outside of the Premises and listening-in to the Premises.

4. **Release of Insured Losses.** Subscriber hereby releases Company and Representatives for all losses, damages and expenses (i) covered by Subscriber's insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by Subscriber's insurance, and (iv) due to under insurance.

5. **Waiver of Subrogation.** As an inducement to Company to enter into this Agreement, Subscriber represents, warrants and covenants that Subscriber's insurance companies shall not have (a) any rights created by a loan agreement, loan receipt, or other like document or procedure, or (b) any right of subrogation, indemnification or contribution against Company or Representatives

Initials: \_\_\_\_\_



6. **INDEMNIFICATION.** IF ANYONE OTHER THAN SUBSCRIBER, INCLUDING, WITHOUT LIMITATION, SUBSCRIBER'S INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, (VI) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), (VII) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR (VIII) A CLAIM UNDER ANY OTHER LEGAL THEORY, SUBSCRIBER AGREES TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.

7. **Installation; Service; Delays.** Subscriber acknowledges and agrees that Company and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Subscriber's obligation to advise Company of such hidden objects, failing which Company and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. Company and Representatives make no representation of delivery and installation of equipment or commencement of Services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and the sole responsibility of Subscriber.

8. **Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Subscriber, title to any such equipment shall at all times hereafter remain in Company. Subscriber understands and agrees that Company may, in its sole and absolute discretion, electronically lock out the access control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to Company only. Should Subscriber default hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to Company's monitoring facility as a result of any cause other than Company's sole negligence, Subscriber unconditionally and irrevocably authorizes Company concurrently or consecutively to: (i) suspend service, (ii) ignore all video images and Signals received from the Systems, (iii) terminate this Agreement, (iv) shut down the Panel and/or the System, (v) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel, and (vi) provide repair service to the System. In the event that Company notifies Subscriber by telephone, electronically or otherwise of Company's decision to service such System and Subscriber fails to (a) immediately authorize Company to provide repair services, and (b) provide reasonable unrestricted access to the Premises and the System within four (4) hours after such notice, Subscriber agrees to pay to Company its then prevailing charges for each data transmission or video image from or to such System. The exercise of such rights shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other legal or equitable remedies and rights.

9. **Subscriber's Duties and Responsibilities.** It is the Subscriber's sole responsibility to (a) confirm that the communications equipment, technology and services which are not supplied by Company are compatible with the System and any monitoring facility, especially when there are changes to (i) such communications equipment, technology or services, or (ii) any telecommunications, radio, internet, satellite or other service or provider; and (b) test the System periodically (not less than monthly) and whenever changes are made to the communication path between the System and the monitoring facility, communications equipment, technology or services for the System. Subscriber understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit Signals, video images and voice or other audio communication between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). In the event of any discontinuance, suspension, termination, modification or change (collectively, a "Change") or any contemplated Change as reasonably determined by Company in connection with any communications equipment, technology, software, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Subscriber hereby authorizes Company to provide Subscriber with such alternative in Company's sole and absolute discretion. Subscriber shall be solely responsible to pay (or shall promptly reimburse Company) for (a) all costs of any Provider as well as charges by the Company to modify, substitute or replace any communications equipment, technology, software, service or Provider (at Company's then prevailing rates on a time and material basis), and (b) any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any Change to or modification, substitution or replacement of the communications equipment, technology, service or Provider. Any claimed inadequacy or failure of the System, the communications equipment, technology, service or Provider must be immediately reported to Company or the Provider, as appropriate, for correction or repair service. When required, Subscriber shall be solely responsible for the connection of the System or any portion thereof to a fire alarm/life safety system.

10. **False Alarms.** In the event the System is activated for any reason whatsoever, the Subscriber shall (a) pay without recourse, or (b) reimburse Company for any fines, fees, costs, expenses and penalties assessed against Subscriber or Company by any court or governmental agency.

Initials: \_\_\_\_\_

11. **Default of Subscriber.** In the event of any default by Subscriber, without limiting the rights of Company under this Agreement or at law or equity, Company shall be entitled to retain all prepayments received and Subscriber shall immediately pay to Company (a) all payments then due and payable, (b) all charges for labor, material and equipment incurred by Company due to such default based on a time and material basis at Company's then prevailing charges, and (c) fifty percent (50%) of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty; and Company shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Company is the substantially prevailing party by judgment, award, finding or settlement, Subscriber shall pay directly or reimburse Company for all of its costs and expenses including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.

12. **Binding Agreement; Applicable Law.** This Agreement becomes binding upon Company only (a) when signed by an authorized representative of Company, who must be a corporate officer if (i) there are any additions to the Agreement, or (ii) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (b) upon commencement of services. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties, and shall be governed by and construed according to the laws of Company's principal place of business without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

13. **Assignability of Agreement.** This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

14. **Finance and Late Charges.** A finance charge of one and one-third (1-1/3%) percent per month (sixteen (16%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. Subscriber shall also pay to Company an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by Company after the date on which such payment is due as liquidated damages and not as a penalty.

15. **No Waiver of Breach.** There shall be no waiver by Company of any breach of this Agreement unless specifically waived in writing by Company. If Company shall waive any breach by Subscriber, it shall not be construed as a waiver of any subsequent breach. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

16. **Monitoring Service.** Monitoring service consists solely of monitoring service personnel ("Operator") communicating electronically with First Responders or calling by telephone the telephone numbers supplied by Subscriber in writing for First Responders and persons identified by Subscriber as Subscriber's emergency contacts (the "Call List") within a reasonable period of time under the circumstances at the monitoring facility and the priority of the Signals which are identified in writing (hereinafter "Listed Codes") or video images which, in the Operator's sole and absolute discretion, clearly and conspicuously reveal the necessity for monitoring services appear on the Operator's computer screen at the monitoring facility or when voice communication requesting assistance is received by an Operator from Subscriber or from the Premises. No monitoring service shall be rendered for voice communication which does not request assistance or for video images which do not clearly and conspicuously reveal the necessity for monitoring service. In the event a Signal is received at the monitoring facility which is not a Listed Code, Subscriber agrees that Company's sole duty and obligation is for Company to log the Signal (the "Unlisted Code Policy").

If the Premises is located in a jurisdiction requiring a personal verified on-site response ("Verified Response") prior to dispatching a First Responder, it is Subscriber's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Subscriber only. You understand and agree that First Responders may not be dispatched or respond to your Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by Company unless there is independent confirmation of a burglary or fire at your Premises, e.g., an on-site witness' report that a point of entry exists or a fire exists.

Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or video images and prior to communicating electronically or by telephone to First Responders or the Call List, Company may, in its sole and absolute discretion and without any liability, attempt to telephone the Premises or attempt to contact Subscriber through telephone, electronic mail, text message or other similar means of communication at numbers or addresses provided by Subscriber in writing, as frequently as Company deems appropriate to verify the necessity to report the receipt of a Listed Code or video images to First Responders or the Call List, and (b) upon the receipt of an abort code or oral or electronic advice to disregard the receipt of a Listed Code or video images from any person at the Premises, Subscriber's representative or any of the personal contacts on the Call List, all of whom have Subscriber's authority and consent to direct Company to disregard receipt of a Listed Code, Company may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or the Call List or advise anyone previously notified of a Listed Code or video images of receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images.

Company's efforts to notify first responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice or data communications.

Initials: \_\_\_\_\_

Subscriber acknowledges and agrees that (i) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of Company and Subscriber has no rights whatsoever in any of the IP Property, and (ii) Company shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively, "Destruction") the IP Property at any time without notice to Subscriber; provided, that upon the written request of Subscriber, received prior to the Destruction of the IP Property, to retain any specific IP Property, Company shall use commercially reasonable efforts to store the specific IP Property as requested by Subscriber on the condition precedent that Subscriber pay all fees, costs and expenses related to any such request.

17. **Repair; Inspection; Maintenance; Takeover Systems.**

(a) If Subscriber has purchased repair services, repair services consist of providing all necessary labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding battery replacement, alarm screens, wiring, light bulbs, L.E.D.s, L.C.D.s, foil tape and obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(b) If Subscriber has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Subscriber's system, pursuant to the terms hereof, and Subscriber agrees to pay Company on a time and material basis at Company's then prevailing charges.

(c) If Subscriber has purchased inspection services, inspection service consists of providing all necessary labor and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed on or about the anniversary date of this Agreement conditioned on Subscriber contacting Company to schedule an appointment for such service.

(d) If Subscriber has purchased maintenance services, maintenance services consists of providing all labor necessary to inspect the visible parts of the System annually on or about the anniversary date of this Agreement or as otherwise agreed in writing, conditioned on Subscriber contacting Company to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(e) If the System is leased, upon receipt of notice from Subscriber of the necessity to service the System, Company agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(f) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. Company's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Subscriber's request to do so.

(g) It is understood and agreed by the parties that all service to the System shall be performed by Company only, but Subscriber agrees that Company's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Subscriber notifying Company of the necessity for such service. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide service at the Premises.

(h) Subscriber agrees that all repair, replacement, programming, reprogramming or modification to the System shall be performed by Company only. Unless this Agreement provides otherwise, all such service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(i) If the System is a takeover, in whole or in part, Company reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by ten (10) days written notice to you in the event Company determines, in its sole and absolute discretion, that the System is not in good operating condition or in good working order, that the System will not operate properly with the Services, that there have been excessive activations of the System, that the System has been abused or that the number of problems or cost of service has been or may become excessive and, upon termination by Company, Subscriber shall be entitled to reimbursement of the unearned charge paid for the then current period on request of Subscriber and this shall be the limit of Company's liability.

Initials: \_\_\_\_\_



18. **Inspection Services**

(a) Service for a fire alarm system consists of providing all necessary labor and testing equipment to visually observe and test the (i) detection devices of the System to determine whether each detection device generates a communication to the control unit(s) of the System; (ii) control unit(s) to determine whether each control unit generates a communication to the appropriate receiving unit(s) or appliance(s); and (iii) manually activated devices of the System, all in substantial compliance in all material respects with applicable law.

(b) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of Service or delay in performing Service. All Service shall be performed at a mutually agreeable date and time, during Company's normal business hours excluding Saturdays, Sundays and holidays.

(c) It is understood and agreed by Subscriber that all Service to the System shall be performed by Company only. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide Service at the Premises.

(d) It is understood and agreed by Subscriber that in the event Company identifies a defect or problem with the System or any test or inspection, Company's sole duty is to advise Subscriber's representative of the defect or problem. Under no circumstances shall Company have any duty or obligation to repair, replace, correct or notify any other person of any such defect or problem.

19. **Video Systems.** If the System records and/or transmits video images and/or audio, electronic or the other forms of communication, Subscriber represents, warrants, covenants and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband connectivity exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security surveillance and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

Subscriber understands and agrees that (i) a video and/or audio system enables Subscriber and/or Company to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Subscriber hereby agrees, authorizes and consents to Company recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Company is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Company shall be deemed to be subject to paragraph number 1 of the Agreement.

20. **Remote Programming Services.** Subscriber hereby authorizes and consents to Company inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and Company's office or monitoring facility.

21. **Suspension of Service.** Subscriber agrees that Company's obligations hereunder are waived automatically without notice and Subscriber releases Company for all loss, damage and expense in the event of (i) a default or breach of this Agreement by Subscriber, (ii) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever, or (iii) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, governmental orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of Company ("Force Majeure"), for the duration of such interruption of service, and Subscriber shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Subscriber and this shall be the limit of Company's liability. During any interruption of Services for any reason including, without limitation, Force Majeure, the Company has no duty, obligation or liability to supply Subscriber with alternative or substitute services.

22. **Duties of Parties When Equipment Required By Third Parties.** Notwithstanding anything contained herein to the contrary, upon receipt of written notice from Subscriber, Subscriber's insurance company or other authority having jurisdiction, Company agrees to furnish and install all material and equipment required and Subscriber shall pay Company for all such costs on a time and material basis at Company's then prevailing charges.

Initials: \_\_\_\_\_

23. **LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO SUBSCRIBER).**

(A) COMPANY HEREBY WARRANTS TO SUBSCRIBER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, COMPANY SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO SUBSCRIBER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

(B) EXCEPT AS SET FORTH IN PARAGRAPH A, COMPANY AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.

(C) THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, OR DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, SUBSCRIBER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE, ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SUBSCRIBER ACKNOWLEDGES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

24. **Company Duty Concerning Property of Others.** Subscriber agrees that Company has no responsibility for the condition or operation of any equipment, device, or property of any sort of Subscriber, the communications provider or others ("Property"). If Company provides service to Property, Subscriber agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Subscriber shall pay for such service on a time and material basis at Company's then prevailing charges.

25. **Contractual Limitation of Actions.** All claims, actions or proceedings, legal or equitable, against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

26. **Integrated Agreement; Valid Agreement; Modifications.** This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, Company shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Subscriber. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

27. **Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Subscriber, all sales, leases, installation and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.

28. **Right to Subcontract.** Company may subcontract for the provision of services under this Agreement. Subscriber Initials: \_\_\_\_\_

acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to Subscriber, and bind Subscriber to said subcontractor(s) with the same force and effect as they bind Subscriber to Company. Any subcontractor and Company are each independent contractors (not partners or joint ventures).

29. **Consent to Intercept, Record, Disclose And Use Contents of Communications.** Subscriber, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually and collectively, "Any Person"), hereby consents to Company, in the ordinary course of its business, recording, reviewing, copying and using the contents of all telephone, video, oral, electronic, internet, broadband and other forms of transmission or communication to which Subscriber and/or Any Person and Company are parties.

30. **Consent to Communication to Others.** Subscriber hereby irrevocably authorizes and consents to Company communicating with U.L. (as necessary or appropriate) and Subscriber's insurance company and/or broker in connection with this Agreement and/or the relationship between Company and Subscriber arising out of or from or as a result of this Agreement; provided, that Company shall not be obligated or required to communicate with any other person or entity including, without limitation, U.L. and Subscriber's insurance company or broker, and all such communication shall be in Company's sole and absolute discretion; provide, further, that all such communications or failures to communicate shall not result in any liability of Company or Representatives. No third-party including, without limitation, U.L. and Subscriber's insurance company and broker are third-party beneficiaries of this section.

31. **Prior Agreements With Others.** Subscriber represents and warrants that (a) his/her/its cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Subscriber agrees to protect, defend, indemnify and hold harmless Company and Representatives from and against and pay (without any condition that Company or Representatives first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation, attorneys' fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Subscriber's breach of this representation and warranty.

32. **Subscriber's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (i) any pass-through cost increases, or (ii) any state or Federal statute or regulation, or (iii) any trade union jurisdictional dispute results in Company incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Subscriber hereby consents and authorizes Company to incur such increased or extra expense on behalf of and for the account of the Subscriber, and Subscriber shall pay Company for all such costs incurred by Company.

33. **Environmental Considerations.** Subscriber acknowledges and agrees that any duty or obligation of Company or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra hazardous or dangerous activity or any hazardous substance ("Environmental Considerations"), or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, Company may elect, in its sole and absolute discretion and without any liability whatsoever, to (i) terminate this Agreement pursuant to the paragraph titled "Default of Subscriber", or (ii) affirm this Agreement. If Company affirms this Agreement, Subscriber shall (a) immediately remove all Environmental Considerations at Subscriber's sole cost and expense and (b) pay Company for all increased costs to perform this Agreement.

34. **U.L. Certified Systems.** In the event the System is U.L. certificated, Subscriber shall pay Company's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and Company dispatches an agent, Subscriber shall pay Company's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications for the certificate issued, Company agrees, upon receipt of written consent of Subscriber, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Subscriber shall pay all costs thereof at Company's then prevailing charges.

35. **Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

36. **Credit Investigation Report.** Subscriber authorizes and consents to credit investigations and reports by the Company and any other person or entity that provides financing to the Company or to whom this Agreement may be assigned.

37. **Right to Notice and Cure.** In the event of any breach of this Agreement by Company, Subscriber agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue unabated and Company shall not be liable to Subscriber for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

Initials: \_\_\_\_\_

38. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY

AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUIT") ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF RECORD OR THE COURTS OF THE UNITED STATES LOCATED IN THE DISTRICT OR COUNTY WHERE THE COMPANY'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY CONSENTS TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.

39. **Right to Terminate.** Notwithstanding anything contained herein to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Subscriber. In the event such termination is without cause, Company shall, upon the written request of Subscriber, refund any unearned service charges. If the termination is for a monetary default, Subscriber understands and agrees that Company shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.

40. **Company as Agent.** Subscriber hereby appoints Company as Subscriber's exclusive agent for the term of this Agreement with the authority to act on Subscriber's behalf for all purposes under this Agreement including, without limitation, communicating with any monitoring facility related to the System and Services.

41. **Internet Services.** Company hereby grants to Subscriber a non-exclusive, non-transferable license to use the Company's portal via the internet to access, input, delete and modify Information through the internet. Except for Subscriber's (a) failure to keep confidential all Information, passwords, etc., (b) use of the license or the Information in any manner that negatively affects Company, (c) use of the license or the Information for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement. Subscriber shall be solely and absolutely responsible for the Information which it inputs, deletes or modifies. Subscriber agrees that upon termination of this Agreement or termination or suspension of the license by Company, Company may immediately, and without notice, disable Subscriber's access to the portal via the internet and cancel all passwords or other access codes.

42. **Cross-Default.** In the event Company and Subscriber are parties to any other agreement, Subscriber acknowledges and agrees that a default by Subscriber under this Agreement or any other agreement between the parties shall be deemed to be a default by Subscriber under all such agreements between the parties permitting Company to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of Company.

43. **Email Notice.** In the event Subscriber elects to receive automatic email notice of certain System events, e.g., the arming or disarming of the System, Subscriber acknowledges, understands and agrees that (I) any such notice is conditioned on (a) receipt of the data at Company's central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the internet, and (c) any failure, malfunction or delay in processing or transmitting the data by Company's equipment or software, and (II) Company is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including Company's or Representative's sole, joint or several negligence of any kind or degree.

44. **Electronic Media.** Subscriber authorizes Company to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Subscriber agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

45. **Execution in Counterparts and by Facsimile or Electronically.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

46. **Authorization.** Company and Subscriber each represent and warrant to the other party that (i) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

47. **Consent to Call Subscriber and Call List.** Subscriber, for him/her/it self and as the authorized agent of Subscriber's employees and each person on the Call List from time-to-time, consents to Company (i) calling each such person's cell phone or other mobile device; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies Company that he/she opts out of this clause (iii)).

Initials: \_\_\_\_\_

48. **Applications.** If Subscriber has subscribed to an application (an "App"), Subscriber understands and agrees that (i) the App was developed by a third-party App developer, not Company; (ii) as a condition of downloading and using the App



Subscriber must first agree to and continue to comply with the terms of an end-user license agreement (“EULA”); (iii) the EULA is between Subscriber and the App developer only; (iv) the App developer, not Company, is solely responsible for the App; (v) Company disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Subscriber and related to the App or Subscriber’s use of the App; and (vi) as between Subscriber and Company, Company is a third-party beneficiary of the EULA.

49. **Statutory Notices.**

**NO WARRANTIES.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Initials: \_\_\_\_\_

14.B. Quote from SEi in the amount of \$29,018 for camera upgrades for the transfer station.  
CIP #24-38

Information Technology  
☎ 402-562-4242  
@ it@columbusne.us



City of Columbus

City Hall  
2500 14<sup>th</sup> St., Suite 3  
P. O. Box 1677  
Columbus, NE 68602

## MEMORANDUM

**DATE:** 1/22/2026  
**TO:** City Administrator  
**FROM:** Matt Soukup  
**RE:** Transfer Station Camera Upgrades – Phase 1

**RECOMMENDATION:**

I recommend the approval of the SEI quote for Transfer Station Camera Upgrades.

**DISCUSSION:**

This proposal will replace the aging and failing cameras at the Transfer Station tipping floor, office, and scale house. Scope of work will include removing the old cameras and installing new cameras. The new cameras will have better coverage of the tipping floor, office, and scale house. Scale House cameras will be moved to better locations to deal with vehicles damaging cameras. Cost includes Optional Scale House West Side LPR Camera.

**FISCAL IMPACT:**

Cost will be \$29,018 and will be charged to the Transfer Station Capital Improvement Camera Update Camera System budget (570-570-57200-24038).

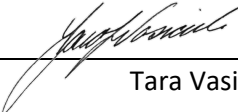
**ALTERNATIVES:**

Staff makes no alternative recommendation.

**SIGNATURE:**

By: 

Approved By:   
Chuck Sliva, Public Works Director

Approved By:   
Tara Vasicek, City Administrator




*Your Safety Is Our Business*  
secure • monitor • connect

# City Of Columbus

## Transfer Station Camera Upgrades

85625-5-0  
Dated: 1/15/2026

Prepared for:  
Matt Soukup



**Customer:** City Of Columbus  
**Site:** 570 14 Avenue  
Columbus City, NE, 68601  
**Contact:** Matt Soukup | 402-562-4242 | Msoukup@Columbusne.us



Your Safety Is Our Business  
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**Proposal #: 85625-5-0**

**Dated: 1/15/2026**

## Transfer Station Camera Upgrades

### Scope of Work

SEI to provide and install the following AXIS cameras to replace the existing older Arecont IP cameras.

Inside the Transfer Station, the cameras on the east side and the west side of the Tipping Floor will be placed with P4707-PLVE cameras (2X5MP).

The P3747-PLVE MultiView camera (4X5MP) will replace the SW corner Arecont camera.

The exterior camera viewing the office south entry door will be replaced with a city provided P3265-LVE camera.

The north side of the office exterior camera will be replaced with a P4707-PLVE camera (2X5MP).

The existing exterior cameras on the north side of the Transfer Station will remain on the building, but removed from the Milestone video management system.

At the Scale House, the interior camera will be upgraded to a M4317-PLVE fisheye, 6MP camera.

The exterior cameras will all be upgraded to P3277-LVE cameras (5MP) and moved to the East and West side of the Scale House.

The existing camera on the post, south of the scale, will be removed and eliminated from the Video Management System.

A new License Plate Recognition (LPR) camera will be installed on the east side of the Scale House. The camera license from the south post camera will be used for this new camera.

All other existing Milestone camera licenses will migrate to the new cameras.

AN additional LPR camera for the west side of the Scale House is offered as an optional consideration. Please initial either the ACCEPT or DECLINE for this optional camera installation. If declined, the optional amount will be deducted from the project total.

### Standard Qualifications:

- All work shall be done during normal working hours
- All ceiling, floor and walls are assumed to be accessible for cable and device installation
- Customer to provide all conduit, back boxes, and 120 VAC power as required

Prepared by: Robb Walker • Major Accounts Executive

[rwalker@seisecurity.com](mailto:rwalker@seisecurity.com) • [seisecurity.com](http://seisecurity.com)

2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616

Customer: City Of Columbus

Site: 570 14 Avenue  
Columbus City, NE, 68601

Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.Us



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Proposal #: 85625-5-0

Dated: 1/15/2026

- Customer to provide Ethernet network including: equipment, network drops, connectivity, and IP addresses as required.
- Customer to provide client work stations that meet the manufactures minimum requirements
- Customer to provide wall or rack space for equipment as required
- Any existing wire and/or equipment to be reused that does not meet standards will be replace at an additional charge
- All exterior wall penetrations and floor coring by others
- SEi will provide programming of the system
- SEi is not responsible for drywall or painting work necessary for installation.
- SEi is not responsible for patching or covering holes left behind by removing, relocating, or replacing existing equipment.
- No integration to any other system is included in this proposal
- Proposal does not include any project submittals, shop drawings, as-built drawings, or O&M manuals
- SEi has excluded sales tax in the proposal given.
- A 50% down payment will be required by SEi prior to our ordering equipment.
- Customer needs to be able to provide log in credentials and IPs for the existing recording device(s), and all existing IP cameras to be taken over by SEi.
- **The proposal excludes potential price increases due to government-imposed tariffs. Any such increases will be the customer's responsibility until SEi receives a 50% deposit. Once the deposit is received, SEi will secure equipment at the current pricing.**
- SEi understands that the Customer has opted to provide a MEWP (Mobile Elevated Work Platform, a.k.a. Lift) to assist SEi during this installation. The Customer will make sure that the Lift is current on required safety inspections. Proper lift type is required to safely reach all necessary locations as

Prepared by: Robb Walker • Major Accounts Executive

rwalker@seisecurity.com • seisecurity.com

2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616

**Customer:** City Of Columbus  
**Site:** 570 14 Avenue  
 Columbus City, NE, 68601  
**Contact:** Matt Soukup | 402-562-4242 | Msoukup@Columbusne.Us



**Proposal #:** 85625-5-0  
**Dated:** 1/15/2026

## Schedule of Protection

### Transfer Building \$15,603.00

QTY	Description
3	Dual Sensor Dome Camera
2	Conduit Back Box
1	AXIS T94N02D Pendant Kit for P3715-PLVE Network Ca
1	Wall Mount
1	4x5MP Multidirectional Panoramic Camera with AI
1	Pendant Kit, White
1	Wall Mount
1	Corner Bracket
1	SEi Labor to install city provided P 3265-LVE camera for the exterior south entry camera

### Scale House \$9,803.00

QTY	Description
2	5MP Outdoor Dome Camera, Built-In Microphone, Zoom Lens 3-8.5mm, IR LED, Audio, I/O, H.265
1	6MP Panoramic Camera 360 with Deep Learning
50	Cat6 Plenum Non Shielded White Wire
1	Q series, 4MP Bullet Camera
1	Axis License Plate Verifier

### Optional Scale House West Side LPR Camera \$3,613.00

Accept:  Decline:

QTY	Description
1	Q Series, 4MP Bullet Camera
1	AXIS Licesnse Plate Verifier

## Investment Summary

Deposit Due in Advance	\$14,509.00
Balance Due Upon Completion	\$14,509.00
<b>Total Proposal Amount</b>	<b>\$29,018.00</b>

*Note: The above price does not include tax*

\* This proposal for the above described protection is valid for 30 days.

\* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee

## Commercial Installation and Service Agreement

THIS AGREEMENT is made January 15, 2026, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "Company") and City Of Columbus ("Subscriber"). Location of Customer's premises 570 14 Avenue, Columbus City, NE 68601.

Subject to the terms and conditions hereinafter set forth, Company agrees to sell, (except for any and all radio equipment), and provide ( ) of the equipment specified on "**Schedule of Protection / Scope of Work**" (all service offerings selected are collectively, "**Services**"), which is incorporated herein by reference.

### Note:

Subscriber acknowledges and agrees that (i) additional equipment, at additional cost, can provide increased detection ability, (ii) Subscriber has voluntarily elected to accept the System based on Subscriber's business reasons, e.g., cost, firm culture, Premises environment and conditions, insurance requirements, etc., (iii) a second telephone line at the Premises may be necessary to use the telephone while the System is transmitting data to the monitoring facility, (iv) if the System includes radio equipment or the System is owned by the Company, Subscriber shall permit Company to remove the radio equipment or the System within three (3) business days after the termination of services to the radio or the System and Subscriber agrees to pay Company on a time basis at Company's then prevailing charges for such removal or, at Company's sole election, Subscriber shall, at its sole cost, within three (3) business days after the termination of services to the radio or System, remove and return the radio equipment or the System complete, undamaged (ordinary wear and tear excepted), and in good working order to the Company at the Company's home office, (v) Subscriber shall notify Company of all ordinances or local policies of the police, sheriff, fire, medical, ambulance, guard, patrol and response services, and other governmental, private or volunteer departments and organizations (collectively, "First Responders") that may affect Company's performance of services to Subscriber, (vi) the local municipality where the Premises is located may require a license, permit or fee for the installation, use or monitoring of the System which is the sole responsibility of Subscriber to determine and comply with, and (vii) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the internet are susceptible to being accessed by others, e.g., hackers, and Subscriber hereby releases Company for and from all damages, losses, costs and liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

### Installation Charges:

Subscriber agrees to pay Company the sum of \$29,018.00, plus tax, if applicable, for the sale and installation of the System as follows: A 50% deposit prior to ordering equipment. The remaining balance is due in full at time of substantial completion. Installation jobs over \$25,000 are subject to additional progress billing frequencies at Company discretion. Upon substantial completion of installation by  electronic funds transfer ("EFT")  cash, check or money order  credit card. If EFT is checked, you authorize periodic debits to your bank account as stated above.

### Recurring Charges:

Subscriber agrees to pay Company the sum of \$0.00, plus tax, if applicable, per month for the lease of the System (if checked above), and Services, prepaid for a period of five (5) years. This Agreement shall automatically, without action by either party, renew under the same terms and conditions for successive periods equal to the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date or, in the event this renewal provision is not effective for any reason whatsoever, this Agreement shall automatically renew from month to month unless either party gives to the other at least thirty (30) days written notice of intention to terminate at the expiration of any such term. Time is of the essence with regard to this paragraph.

**NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.**

### Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEI's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

**Customer consents to receive SEI invoices and statements by Electronic Delivery.**



**IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.**

**SEI**

Submitted By: Robb Walker  
Approved By: \_\_\_\_\_  
Date: \_\_\_\_\_

**City Of Columbus**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: Matt Soukup  
Title: \_\_\_\_\_  
Email: Msoukup@Columbusne.Us

## Terms & Conditions

1. **DISCLAIMER/LIMITATION OF LIABILITY.** SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE SUBSCRIBER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) COMPANY AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) COMPANY AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) COMPANY AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE.

IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, SUBSCRIBER MAY, PRIOR TO AN OCCURRENCE RESULTING IN ECONOMIC LOSS, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL), AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT PROSPECTIVELY BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

2. **Increase in Charges.** Company shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement by an amount equal to the percentage increase in the Consumer Price Index for the USA (all goods and services) from the date of this Agreement or the date of the last increase in periodic charges, whichever is later, upon giving Subscriber written notice thirty (30) days in advance of the effective date of such change.

3. **Transmission of Data, Video or Voice.** Subscriber acknowledges and agrees that the System is a non-supervised reporting device. If the transmission medium for delivery of data ("Signals"), video images or voice or other audio communications from your System to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by natural or human causes including, without limitation, the cutting of the telephone line, radio transmission interference, power line surges or outages, internet or broadband problems and internet or broadband provider problems, there is no indication of this fact at the monitoring facility. Further, Subscriber understands that (i) a video system enables Company to record, store and review images of the Premises and the area outside of the Premises, (ii) video with audio capability enables Company to record, store and review oral communications from in and outside of the Premises, and (iii) a two-way voice system enables Company to "listen-in" to the Premises and to record, store and review such oral communications. Subscriber authorizes and consents to Company viewing the Premises and the area outside of the Premises and "listening-in" to the Premises and releases Company and Representatives for all claims, losses, damages, costs and expenses due to Company viewing the Premises and the area outside of the Premises and listening-in to the Premises.

4. **Release of Insured Losses.** Subscriber hereby releases Company and Representatives for all losses, damages and expenses (i) covered by Subscriber's insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by Subscriber's insurance, and (iv) due to under insurance.

5. **Waiver of Subrogation.** As an inducement to Company to enter into this Agreement, Subscriber represents, warrants and covenants that Subscriber's insurance companies shall not have (a) any rights created by a loan agreement, loan receipt, or other like document or procedure, or (b) any right of subrogation, indemnification or contribution against Company or Representatives

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6. **INDEMNIFICATION.** IF ANYONE OTHER THAN SUBSCRIBER, INCLUDING, WITHOUT LIMITATION, SUBSCRIBER'S INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, (VI) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), (VII) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR (VIII) A CLAIM UNDER ANY OTHER LEGAL THEORY, SUBSCRIBER AGREES TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.

7. **Installation; Service; Delays.** Subscriber acknowledges and agrees that Company and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Subscriber's obligation to advise Company of such hidden objects, failing which Company and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. Company and Representatives make no representation of delivery and installation of equipment or commencement of Services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and the sole responsibility of Subscriber.

8. **Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Subscriber, title to any such equipment shall at all times hereafter remain in Company. Subscriber understands and agrees that Company may, in its sole and absolute discretion, electronically lock out the access control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to Company only. Should Subscriber default hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to Company's monitoring facility as a result of any cause other than Company's sole negligence, Subscriber unconditionally and irrevocably authorizes Company concurrently or consecutively to: (i) suspend service, (ii) ignore all video images and Signals received from the Systems, (iii) terminate this Agreement, (iv) shut down the Panel and/or the System, (v) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel, and (vi) provide repair service to the System. In the event that Company notifies Subscriber by telephone, electronically or otherwise of Company's decision to service such System and Subscriber fails to (a) immediately authorize Company to provide repair services, and (b) provide reasonable unrestricted access to the Premises and the System within four (4) hours after such notice, Subscriber agrees to pay to Company its then prevailing charges for each data transmission or video image from or to such System. The exercise of such rights shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other legal or equitable remedies and rights.

9. **Subscriber's Duties and Responsibilities.** It is the Subscriber's sole responsibility to (a) confirm that the communications equipment, technology and services which are not supplied by Company are compatible with the System and any monitoring facility, especially when there are changes to (i) such communications equipment, technology or services, or (ii) any telecommunications, radio, internet, satellite or other service or provider; and (b) test the System periodically (not less than monthly) and whenever changes are made to the communication path between the System and the monitoring facility, communications equipment, technology or services for the System. Subscriber understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit Signals, video images and voice or other audio communication between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). In the event of any discontinuance, suspension, termination, modification or change (collectively, a "Change") or any contemplated Change as reasonably determined by Company in connection with any communications equipment, technology, software, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Subscriber hereby authorizes Company to provide Subscriber with such alternative in Company's sole and absolute discretion. Subscriber shall be solely responsible to pay (or shall promptly reimburse Company) for (a) all costs of any Provider as well as charges by the Company to modify, substitute or replace any communications equipment, technology, software, service or Provider (at Company's then prevailing rates on a time and material basis), and (b) any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any Change to or modification, substitution or replacement of the communications equipment, technology, service or Provider. Any claimed inadequacy or failure of the System, the communications equipment, technology, service or Provider must be immediately reported to Company or the Provider, as appropriate, for correction or repair service. When required, Subscriber shall be solely responsible for the connection of the System or any portion thereof to a fire alarm/life safety system.

10. **False Alarms.** In the event the System is activated for any reason whatsoever, the Subscriber shall (a) pay without recourse, or (b) reimburse Company for any fines, fees, costs, expenses and penalties assessed against Subscriber or Company by any court or governmental agency.

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11. **Default of Subscriber.** In the event of any default by Subscriber, without limiting the rights of Company under this Agreement or at law or equity, Company shall be entitled to retain all prepayments received and Subscriber shall immediately pay to Company (a) all payments then due and payable, (b) all charges for labor, material and equipment incurred by Company due to such default based on a time and material basis at Company's then prevailing charges, and (c) fifty percent (50%) of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty; and Company shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Company is the substantially prevailing party by judgment, award, finding or settlement, Subscriber shall pay directly or reimburse Company for all of its costs and expenses including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.

12. **Binding Agreement; Applicable Law.** This Agreement becomes binding upon Company only (a) when signed by an authorized representative of Company, who must be a corporate officer if (i) there are any additions to the Agreement, or (ii) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (b) upon commencement of services. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties, and shall be governed by and construed according to the laws of Company's principal place of business without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

13. **Assignability of Agreement.** This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

14. **Finance and Late Charges.** A finance charge of one and one-third (1-1/3%) percent per month (sixteen (16%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. Subscriber shall also pay to Company an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by Company after the date on which such payment is due as liquidated damages and not as a penalty.

15. **No Waiver of Breach.** There shall be no waiver by Company of any breach of this Agreement unless specifically waived in writing by Company. If Company shall waive any breach by Subscriber, it shall not be construed as a waiver of any subsequent breach. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

16. **Monitoring Service.** Monitoring service consists solely of monitoring service personnel ("Operator") communicating electronically with First Responders or calling by telephone the telephone numbers supplied by Subscriber in writing for First Responders and persons identified by Subscriber as Subscriber's emergency contacts (the "Call List") within a reasonable period of time under the circumstances at the monitoring facility and the priority of the Signals which are identified in writing (hereinafter "Listed Codes") or video images which, in the Operator's sole and absolute discretion, clearly and conspicuously reveal the necessity for monitoring services appear on the Operator's computer screen at the monitoring facility or when voice communication requesting assistance is received by an Operator from Subscriber or from the Premises. No monitoring service shall be rendered for voice communication which does not request assistance or for video images which do not clearly and conspicuously reveal the necessity for monitoring service. In the event a Signal is received at the monitoring facility which is not a Listed Code, Subscriber agrees that Company's sole duty and obligation is for Company to log the Signal (the "Unlisted Code Policy").

If the Premises is located in a jurisdiction requiring a personal verified on-site response ("Verified Response") prior to dispatching a First Responder, it is Subscriber's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Subscriber only. You understand and agree that First Responders may not be dispatched or respond to your Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by Company unless there is independent confirmation of a burglary or fire at your Premises, e.g., an on-site witness' report that a point of entry exists or a fire exists.

Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or video images and prior to communicating electronically or by telephone to First Responders or the Call List, Company may, in its sole and absolute discretion and without any liability, attempt to telephone the Premises or attempt to contact Subscriber through telephone, electronic mail, text message or other similar means of communication at numbers or addresses provided by Subscriber in writing, as frequently as Company deems appropriate to verify the necessity to report the receipt of a Listed Code or video images to First Responders or the Call List, and (b) upon the receipt of an abort code or oral or electronic advice to disregard the receipt of a Listed Code or video images from any person at the Premises, Subscriber's representative or any of the personal contacts on the Call List, all of whom have Subscriber's authority and consent to direct Company to disregard receipt of a Listed Code, Company may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or the Call List or advise anyone previously notified of a Listed Code or video images of receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images.

Company's efforts to notify first responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice or data communications.

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Subscriber acknowledges and agrees that (i) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of Company and Subscriber has no rights whatsoever in any of the IP Property, and (ii) Company shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively, "Destruction") the IP Property at any time without notice to Subscriber; provided, that upon the written request of Subscriber, received prior to the Destruction of the IP Property, to retain any specific IP Property, Company shall use commercially reasonable efforts to store the specific IP Property as requested by Subscriber on the condition precedent that Subscriber pay all fees, costs and expenses related to any such request.

17. **Repair; Inspection; Maintenance; Takeover Systems.**

(a) If Subscriber has purchased repair services, repair services consist of providing all necessary labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding battery replacement, alarm screens, wiring, light bulbs, L.E.D.s, L.C.D.s, foil tape and obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(b) If Subscriber has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Subscriber's system, pursuant to the terms hereof, and Subscriber agrees to pay Company on a time and material basis at Company's then prevailing charges.

(c) If Subscriber has purchased inspection services, inspection service consists of providing all necessary labor and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed on or about the anniversary date of this Agreement conditioned on Subscriber contacting Company to schedule an appointment for such service.

(d) If Subscriber has purchased maintenance services, maintenance services consists of providing all labor necessary to inspect the visible parts of the System annually on or about the anniversary date of this Agreement or as otherwise agreed in writing, conditioned on Subscriber contacting Company to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(e) If the System is leased, upon receipt of notice from Subscriber of the necessity to service the System, Company agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(f) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. Company's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Subscriber's request to do so.

(g) It is understood and agreed by the parties that all service to the System shall be performed by Company only, but Subscriber agrees that Company's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Subscriber notifying Company of the necessity for such service. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide service at the Premises.

(h) Subscriber agrees that all repair, replacement, programming, reprogramming or modification to the System shall be performed by Company only. Unless this Agreement provides otherwise, all such service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(i) If the System is a takeover, in whole or in part, Company reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by ten (10) days written notice to you in the event Company determines, in its sole and absolute discretion, that the System is not in good operating condition or in good working order, that the System will not operate properly with the Services, that there have been excessive activations of the System, that the System has been abused or that the number of problems or cost of service has been or may become excessive and, upon termination by Company, Subscriber shall be entitled to reimbursement of the unearned charge paid for the then current period on request of Subscriber and this shall be the limit of Company's liability.

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18. **Inspection Services**

(a) Service for a fire alarm system consists of providing all necessary labor and testing equipment to visually observe and test the (i) detection devices of the System to determine whether each detection device generates a communication to the control unit(s) of the System; (ii) control unit(s) to determine whether each control unit generates a communication to the appropriate receiving unit(s) or appliance(s); and (iii) manually activated devices of the System, all in substantial compliance in all material respects with applicable law.

(b) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of Service or delay in performing Service. All Service shall be performed at a mutually agreeable date and time, during Company's normal business hours excluding Saturdays, Sundays and holidays.

(c) It is understood and agreed by Subscriber that all Service to the System shall be performed by Company only. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide Service at the Premises.

(d) It is understood and agreed by Subscriber that in the event Company identifies a defect or problem with the System or any test or inspection, Company's sole duty is to advise Subscriber's representative of the defect or problem. Under no circumstances shall Company have any duty or obligation to repair, replace, correct or notify any other person of any such defect or problem.

19. **Video Systems.** If the System records and/or transmits video images and/or audio, electronic or the other forms of communication, Subscriber represents, warrants, covenants and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband connectivity exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security surveillance and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

Subscriber understands and agrees that (i) a video and/or audio system enables Subscriber and/or Company to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Subscriber hereby agrees, authorizes and consents to Company recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Company is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Company shall be deemed to be subject to paragraph number 1 of the Agreement.

20. **Remote Programming Services.** Subscriber hereby authorizes and consents to Company inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and Company's office or monitoring facility.

21. **Suspension of Service.** Subscriber agrees that Company's obligations hereunder are waived automatically without notice and Subscriber releases Company for all loss, damage and expense in the event of (i) a default or breach of this Agreement by Subscriber, (ii) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever, or (iii) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, governmental orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of Company ("Force Majeure"), for the duration of such interruption of service, and Subscriber shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Subscriber and this shall be the limit of Company's liability. During any interruption of Services for any reason including, without limitation, Force Majeure, the Company has no duty, obligation or liability to supply Subscriber with alternative or substitute services.

22. **Duties of Parties When Equipment Required By Third Parties.** Notwithstanding anything contained herein to the contrary, upon receipt of written notice from Subscriber, Subscriber's insurance company or other authority having jurisdiction, Company agrees to furnish and install all material and equipment required and Subscriber shall pay Company for all such costs on a time and material basis at Company's then prevailing charges.

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23. **LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO SUBSCRIBER).**

(A) COMPANY HEREBY WARRANTS TO SUBSCRIBER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, COMPANY SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO SUBSCRIBER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

(B) EXCEPT AS SET FORTH IN PARAGRAPH A, COMPANY AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.

(C) THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, OR DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, SUBSCRIBER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE, ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SUBSCRIBER ACKNOWLEDGES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

24. **Company Duty Concerning Property of Others.** Subscriber agrees that Company has no responsibility for the condition or operation of any equipment, device, or property of any sort of Subscriber, the communications provider or others ("Property"). If Company provides service to Property, Subscriber agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Subscriber shall pay for such service on a time and material basis at Company's then prevailing charges.

25. **Contractual Limitation of Actions.** All claims, actions or proceedings, legal or equitable, against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

26. **Integrated Agreement; Valid Agreement; Modifications.** This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, Company shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Subscriber. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

27. **Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Subscriber, all sales, leases, installation and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.

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28. **Right to Subcontract.** Company may subcontract for the provision of services under this Agreement. Subscriber

acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to Subscriber, and bind Subscriber to said subcontractor(s) with the same force and effect as they bind Subscriber to Company. Any subcontractor and Company are each independent contractors (not partners or joint ventures).

29. **Consent to Intercept, Record, Disclose And Use Contents of Communications.** Subscriber, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually and collectively, "Any Person"), hereby consents to Company, in the ordinary course of its business, recording, reviewing, copying and using the contents of all telephone, video, oral, electronic, internet, broadband and other forms of transmission or communication to which Subscriber and/or Any Person and Company are parties.

30. **Consent to Communication to Others.** Subscriber hereby irrevocably authorizes and consents to Company communicating with U.L. (as necessary or appropriate) and Subscriber's insurance company and/or broker in connection with this Agreement and/or the relationship between Company and Subscriber arising out of or from or as a result of this Agreement; provided, that Company shall not be obligated or required to communicate with any other person or entity including, without limitation, U.L. and Subscriber's insurance company or broker, and all such communication shall be in Company's sole and absolute discretion; provide, further, that all such communications or failures to communicate shall not result in any liability of Company or Representatives. No third-party including, without limitation, U.L. and Subscriber's insurance company and broker are third-party beneficiaries of this section.

31. **Prior Agreements With Others.** Subscriber represents and warrants that (a) his/her/its cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Subscriber agrees to protect, defend, indemnify and hold harmless Company and Representatives from and against and pay (without any condition that Company or Representatives first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation, attorneys' fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Subscriber's breach of this representation and warranty.

32. **Subscriber's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (i) any pass-through cost increases, or (ii) any state or Federal statute or regulation, or (iii) any trade union jurisdictional dispute results in Company incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Subscriber hereby consents and authorizes Company to incur such increased or extra expense on behalf of and for the account of the Subscriber, and Subscriber shall pay Company for all such costs incurred by Company.

33. **Environmental Considerations.** Subscriber acknowledges and agrees that any duty or obligation of Company or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra hazardous or dangerous activity or any hazardous substance ("Environmental Considerations"), or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, Company may elect, in its sole and absolute discretion and without any liability whatsoever, to (i) terminate this Agreement pursuant to the paragraph titled "Default of Subscriber", or (ii) affirm this Agreement. If Company affirms this Agreement, Subscriber shall (a) immediately remove all Environmental Considerations at Subscriber's sole cost and expense and (b) pay Company for all increased costs to perform this Agreement.

34. **U.L. Certified Systems.** In the event the System is U.L. certificated, Subscriber shall pay Company's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and Company dispatches an agent, Subscriber shall pay Company's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications for the certificate issued, Company agrees, upon receipt of written consent of Subscriber, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Subscriber shall pay all costs thereof at Company's then prevailing charges.

35. **Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

36. **Credit Investigation Report.** Subscriber authorizes and consents to credit investigations and reports by the Company and any other person or entity that provides financing to the Company or to whom this Agreement may be assigned.

37. **Right to Notice and Cure.** In the event of any breach of this Agreement by Company, Subscriber agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue unabated and Company shall not be liable to Subscriber for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

Initials: \_\_\_\_\_

38. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY

AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUIT") ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF RECORD OR THE COURTS OF THE UNITED STATES LOCATED IN THE DISTRICT OR COUNTY WHERE THE COMPANY'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY CONSENTS TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.

39. **Right to Terminate.** Notwithstanding anything contained herein to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Subscriber. In the event such termination is without cause, Company shall, upon the written request of Subscriber, refund any unearned service charges. If the termination is for a monetary default, Subscriber understands and agrees that Company shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.

40. **Company as Agent.** Subscriber hereby appoints Company as Subscriber's exclusive agent for the term of this Agreement with the authority to act on Subscriber's behalf for all purposes under this Agreement including, without limitation, communicating with any monitoring facility related to the System and Services.

41. **Internet Services.** Company hereby grants to Subscriber a non-exclusive, non-transferable license to use the Company's portal via the internet to access, input, delete and modify Information through the internet. Except for Subscriber's (a) failure to keep confidential all Information, passwords, etc., (b) use of the license or the Information in any manner that negatively affects Company, (c) use of the license or the Information for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement. Subscriber shall be solely and absolutely responsible for the Information which it inputs, deletes or modifies. Subscriber agrees that upon termination of this Agreement or termination or suspension of the license by Company, Company may immediately, and without notice, disable Subscriber's access to the portal via the internet and cancel all passwords or other access codes.

42. **Cross-Default.** In the event Company and Subscriber are parties to any other agreement, Subscriber acknowledges and agrees that a default by Subscriber under this Agreement or any other agreement between the parties shall be deemed to be a default by Subscriber under all such agreements between the parties permitting Company to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of Company.

43. **Email Notice.** In the event Subscriber elects to receive automatic email notice of certain System events, e.g., the arming or disarming of the System, Subscriber acknowledges, understands and agrees that (I) any such notice is conditioned on (a) receipt of the data at Company's central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the internet, and (c) any failure, malfunction or delay in processing or transmitting the data by Company's equipment or software, and (II) Company is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including Company's or Representative's sole, joint or several negligence of any kind or degree.

44. **Electronic Media.** Subscriber authorizes Company to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Subscriber agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

45. **Execution in Counterparts and by Facsimile or Electronically.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

46. **Authorization.** Company and Subscriber each represent and warrant to the other party that (i) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

47. **Consent to Call Subscriber and Call List.** Subscriber, for him/her/it self and as the authorized agent of Subscriber's employees and each person on the Call List from time-to-time, consents to Company (i) calling each such person's cell phone or other mobile device; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies Company that he/she opts out of this clause (iii)).

Initials: \_\_\_\_\_

48. **Applications.** If Subscriber has subscribed to an application (an "App"), Subscriber understands and agrees that (i) the App was developed by a third-party App developer, not Company; (ii) as a condition of downloading and using the App



Subscriber must first agree to and continue to comply with the terms of an end-user license agreement (“EULA”); (iii) the EULA is between Subscriber and the App developer only; (iv) the App developer, not Company, is solely responsible for the App; (v) Company disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Subscriber and related to the App or Subscriber’s use of the App; and (vi) as between Subscriber and Company, Company is a third-party beneficiary of the EULA.

49. **Statutory Notices.**

**NO WARRANTIES.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Initials: \_\_\_\_\_

14.C. Quote from Core & Main in the amount of \$19,200 for six fire hydrants for the water utility department.



Accountability - Dedication  
Honesty - Integrity - Respect

City Hall | Public Works Department  
2500 14<sup>th</sup> St., Suite 3  
Columbus, NE 68601  
402-562-4236  
www.columbusne.us

## MEMORANDUM

**DATE:** January 23, 2026

**TO:** City Administrator

**FROM:** Chuck Sliva, Public Works Director

**SUBJECT:** 6 new 5'6" Bury Fire Hydrants

**RECOMMENDATION:** To accept the following attached low quote from Core & Main, Omaha Nebraska in the amount of \$19,200.00 for 6 New 5'6" Bury Fire Hydrants.

**DISCUSSION:** Staff requested quotes from three vendors and received three quotes. This is an approved budgeted system maintenance line item in the 25-26 budget.

**FISCAL IMPACT:**

Funds for this purchase will come from system maintenance 520-54390, amount of budget is \$250,000.00

*Chuck Sliva, Public Works Director*

Approved By: \_\_\_\_\_  
*Chuck Sliva*

*Tara Vasicek, City Administrator*

Approved By: \_\_\_\_\_  
*Tara Vasicek*

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# City of Columbus

## Quote Sheet for Purchases

Department: Water Utilites

Charge to Account Number: 520-54390

Department Head Approval: *Chuck Sliva*

Finance Director Review: \_\_\_\_\_  
(For Purchases of \$5,000 to \$40,000)

City Administrator Approval: *[Signature]*  
(For Purchases of \$5,000 to \$40,000)

**... Purchases between \$10,000 and \$40,000 need Council approval, also.**

Date: 1/23/2026 Time:        am

Vendor Name: Core & Main

Vendor Employee Name: Zach Hoffman

Telephone: 402-896-6173

Quote For: 6 - 5'6' Bury3 Way Fire Hydrants

Quote Includes:	Item Totals:
Complete Hydrant, with delivery. This is low quote!	\$19,200.00
<b>Total:</b>	<b>\$19,200.00</b>

Quote Excludes:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Delivery Date: 2/20/2026 Shipped By: Truck

Shipped F.O.B. (Freight Paid): Yes  No

Tax Excluded

City Employee Obtained Quote: Jake W



## Bid Proposal for Columbus Fire Hydrants 12/10/25

CUSTOMER

**CITY OF COLUMBUS WATER**

1077 28TH AVE  
COLUMBUS, NE 68601

**Job**

Columbus Fire Hydrants 12/10/25  
Columbus, NE  
Bid Date: 11/20/2025  
Bid #: 4587046

CONTACT

**Sales Representative**

Zachary Hoffman  
(M) 402-516-8411  
(T) 402-896-6173  
Zachary.Hoffman@coreandmain.com

**Core & Main**

10707 S 149th St  
Omaha, NE 68138  
(T) 4028966173

NOTES



Bid Proposal for Columbus Fire Hydrants 12/10/25

CITY OF COLUMBUS WATER  
Job Location: Columbus, NE  
Bid Date: 11/20/2025  
Core & Main Bid #: 4587046

Core & Main  
10707 S 149th St  
Omaha, NE 68138  
Phone: 4028966173  
Fax: 4028966379

Seq#	Qty	Description	Units	Price	Ext Price
10	6	B84B 5-1/4 HYD 5'6"B 6MJ 3W 5'6" BURY,6" MJ SHOE,3-WAY HYD	EA	3,200.00	19,200.00
				<b>Sub Total</b>	<b>19,200.00</b>
				<b>Tax</b>	0.00
				<b>Total</b>	<b>19,200.00</b>

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.



515 NW 27TH STREET #2  
LINCOLN, NE 68528

PHONE (402) 438-2988  
FAX (402) 438-2992

Quoted To Customer
CITY OF COLUMBUS PO BOX 1677 COLUMBUS, NE 68602-1677
Phone (402) 562-4246 Fax (402) 564-5380

Job Name
Kennedy Fire hydrants

Quote No.	Date	Page
0034592	1/07/26	1
Expiration Date		1/10/26
Revised Date		1/07/26
Bid Due Date		12/11/25

Quoted By
Derek Olson ddolson@winsupply.com (402) 438-2988

Customer	Payment Terms	Quoted To	Salesperson	FOB
000474	1% 10TH, NET 30TH	Derek Olson	DEREK OLSON	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	6	K81 HYD 5-1/4 5'6" BURY OL 3WAY	3250.000000	EA	19500.00
		<b>SUBTOTAL</b>			<b>19500.00</b>
		RED			
		IN STOCK, NO FREIGHT CHARGE			

This quotation is our interpretation of the plans and specifications as made available to us. Buyers should verify all items, quantities, sizes and specifications before purchasing. A significant change in material ordered may affect the unit pricing of material on this quotation. Pricing is subject to manufacturer's terms of escalation and availability. Any special order material returned will be subject to the manufacturer's acceptance and terms of return. Due to the ongoing supply chain disruptions, material pricing and availability cannot be guaranteed at time of shipment, and may be subject to change.

Please continue to communicate with owners, engineers and ourselves as we navigate these difficult times together.

This term supersedes all other contractual provisions. If, after the date of this Quote any new or increased tariffs, duties, or other government-imposed costs on materials used in the work becomes effective, the Contract Price shall be adjusted to reflect the actual increased cost to the Contractor. The contractor shall promptly notify the Owner/Buyer of any such cost impact. Failure to agree on a price adjustment shall not relieve the Buyer's obligation to pay the increased cost.

Tax Area Id	Net Sales	19,500.00
281410090	Freight	.00
	Tax	.00
	Quotation Total	19,500.00



**Utility Equipment Company**

3101 HWY #377 WEST  
SIOUX CITY, IA 51111  
Phone: 712-255-5820

**QUOTATION**

CITY OF COLUMBUS FIRE HYDRANTS

**Contractor:** CITY OF COLUMBUS

**Job Location:** COLUMBUS, NE

**Engineer:**

**Bid Date:** 12/11/2025 05:00 AM

**UECO Quote #** 31032

LINE #	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	6	EA	5'6" KENNEDY K-81D HYD., 3 WAY 1/4 V.O., 1 1/2" PENT, NST, O/L, RED, 6" MJ SHOE L/ACC	\$3,413.81	\$20,482.86

**TERMS AND CONDITIONS**

Prices quoted herein are firm for orders placed within 15 days and shipped within 30 days, except as specifically mentioned herein. Pricing is subject to the manufacturer's terms of escalation and stock availability. UECO warranties up to the level of the manufacturer's warranty. Sales tax is not included. All quotes are subject to our acceptance. Our quotations are a service and not a guaranteed bill of material. Quantities, sizes and specifications are not guaranteed and should be carefully checked. Field verify all existing mains prior to ordering tapping sleeves, line stop fittings, and valve insertions. Terms are net 30 days. Any non-stock items could incur possible freight charges. Special order material is non-returnable.

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

**15. RESOLUTIONS**

15.A. Resolution No. R26-19 approving land lease agreement with Yellow Airplane LLC for land at Columbus Municipal Airport. (Board of Airport Commissioners recommends approval contingent on insurance requirements being met.)

DRAFT

**RESOLUTION NO. R26-19**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A TEN-YEAR LAND LEASE AGREEMENT WITH YELLOW AIRPLANE LLC FOR HANGAR SPACE AT COLUMBUS MUNICIPAL AIRPORT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

WHEREAS, Yellow Airplane LLC has requested space at Columbus Municipal Airport; and

WHEREAS, a land lease agreement has been negotiated with Yellow Airplane LLC and has been reviewed and recommended by the Columbus Board of Airport Commissioners for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the ten-year land lease agreement with Yellow Airplane LLC for hangar space at Columbus Municipal Airport, a copy of which is attached hereto, is 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 parts 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

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## MEMORANDUM

**DATE:** 1-07-2026

**TO:** Tara Vasicek

**FROM:** Ross Niedbalski

**RE:** Land lease agreement with Yellow Airplane LLC

**RECOMMENDATION:** I recommend approving the land lease agreement with Yellow Airplane LLC (Ron Stock) for the hangar that is being purchased from Lance Lehr.

**DISCUSSION:** Lance Lehr has opted to sell his privately owned hangar located at the Columbus Municipal Airport to Yellow Airplane LLC. The city had the first right to purchase the hangar and has opted to not exercise that option. This new land lease with Yellow Airplane LLC will be for an initial term of 10 years. The rate for the lease will be based off of the current fee schedule for the airport with amendments of the rate when the fee schedule is updated.

**ALTERNATIVE:** To not approve the land lease.

**SIGNATURE:**

By: Ross Niedbalski

Approved By: 



## LAND LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as "Lease") is made and entered into effective January 1, 2026, between the City of Columbus, Nebraska (hereinafter referred to as "Lessor") and Yellow Airplane LLC (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor herein is the owner of Columbus Municipal Airport located in Platte County of the State of Nebraska (hereinafter referred to as the "Airport"); and

WHEREAS, Lessor agrees to lease unto Lessee a parcel of land at the Airport described herein, together with certain privileges, rights, uses, and interests therein, as hereinafter set out; and

WHEREAS, Lessee proposes to lease on a net basis from Lessor the Airport ground area described below and shown on "Exhibit A" attached and incorporated hereto; and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain, and improve said ground in accordance with standards established by Lessor (which may be amended from time to time), if granted a lease of sufficient term on said ground area.

NOW, THEREFORE, it is agreed by and between the parties as follows:

### ARTICLE I: PREMISES AND PRIVILEGES

- A. DESCRIPTION OF LEASED PREMISES. Lessor hereby leases to Lessee, the below described premises (hereinafter referred to as the "Leased Premises"). Lessor warrants and represents that it is the owner of the Leased Premises, with appurtenances, described as follows:

A tract of land located in the NW<sup>1</sup>/<sub>4</sub> of the SW<sup>1</sup>/<sub>4</sub> of Sec. 17-T 17 N-RIE of the 6th P.M., Platte County, Nebraska, more particularly described by referring to the Northeast corner of said NW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> of Sec. 17; thence South along the East line of said NW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub> of Sec. 17, whose assumed bearing is S00° 00' E, a distance of 684.75' feet, more or less, to a point on the center line of the NE/SW taxiway from the apron area of the Columbus Municipal Airport; thence S 60° 03' 12 W" along said NE/SW taxiway, a distance of 126.95' feet, more or less, to the center line of the North-South taxiway West of the apron area, thence N00° 00'E a distance of 185' feet to a point; thence N90° 00'W a distance of 65' feet to the point of beginning; thence continuing 90° 00'W, a distance of 120' feet to a point; thence N 00° 00'E, a distance of 80' feet to a point; thence N90° 00'E a distance of 120' feet to a point; thence S00° 00'E a distance of 80' feet, to a point of beginning and containing 0.22 acres, more or less.

The location of the leased premises is shown on Exhibit "A", all of which is attached hereto

and made part hereof.

Lessee may generally use all other public airport facilities and improvements of a public nature which are now, or may hereafter be, connected with or appurtenant to the Airport, except as may be hereinafter provided.

For the purpose of this Lease, "public airport facilities" shall include all necessary landing area appurtenances, including, but not limited to: approach areas, runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational aids, lighting facilities, or other public elements appurtenant to the Airport.

The Granting of this Lease and its acceptance by Lessee is conditioned upon the following: It is mutually agreed that the right to use said airport facilities in common with others authorized to do so shall be exercised subject to, and in accordance with Columbus Municipal Airport Rules and Regulations (as may be amended from time to time), the laws of the United States of America and the State of Nebraska, and the rules and regulations promulgated by their authority of any department or agency thereof with reference to aviation and air navigation, and in accordance with all reasonable and applicable rules, policies, regulations, and ordinances of Lessor now in force or hereafter prescribed.

- B. RIGHTS, PRIVILEGES, AND INTERESTS. In addition to the general rights, privileges, uses, and interests attached to the Leased Premises, and without limiting the generality thereof, the following particular rights, privileges, uses, and interests are given to Lessee:
- (1) Loading and unloading of aircraft in any lawful and approved private aviation activity.
  - (2) Maintenance, storing, and servicing of any aircraft owned, leased, rented, and/or managed by Lessee for use in the conduct of its business. Maintenance and servicing aircraft shall include over-hauling, rebuilding, repairing, inspecting, and licensing.
  - (3) Use of said public airport facilities and navigational aids and facilities relating thereto for purposes of non-commercial landing, takeoffs, and taxiing of aircraft.
  - (4) Use of and a right of ingress to and egress from the Leased Premises without charge, except the considerations set forth herein.
  - (5) Provide for the location, construction, erection, and maintenance of preapproved improvements upon the Leased Premises, in any lawful manner, for the purpose of carrying out any of the activities provided for herein; subject however, to the conditions herein generally or particularly set forth. All improvements must be preapproved by Lessor prior to installation.

## ARTICLE II: OBLIGATIONS OF LESSOR

- A. Lessor covenants that it has good title to the Airport free and clear of all liens and encumbrances having priority over this Lease, has full right and authority to lease the same as herein set forth, that all things have happened and been done to make its granting of said Lease effective, and warrants to Lessee peaceful possession and quiet enjoyment of the Leased Premises during the term hereof upon performance of Lessee's covenants herein.

- B. Lessor covenants and agrees during the term hereof to operate and maintain the Airport and its facilities as a public airport. Thereafter, Lessor may, but shall not be obligated to, maintain the Airport under the terms of this Lease. In the event, however, that the Airport should be abandoned during the term of this Lease, all rental fees, future fees, and charges shall cease and thereby be discontinued.
- C. It is further agreed that Lessor shall have the right to install, and shall without cost to Lessee, maintain in the area of the Leased Premises, water, sewer, fiber optic cable, and electric lines with a capacity sufficient to serve the Leased Premises.
- D. Lessor agrees to keep the general service lines for water, sewer, and electricity operational during the term of this Lease at no expense to Lessee and Lessee shall have the right to hook to the same at Lessee's expense. All services of the Leased Premises shall be installed by Lessee upon approval of application for the same in accordance with the plans furnished to Lessor and the specifications attached to Exhibit "A". All required hookup fees or charges, as well as monthly service charges, shall be at Lessee's expense.
- E. Lessor hereby agrees to provide maintenance for the concrete areas around the Leased Premises, including plowing and/or removal of snow.

#### ARTICLE III: OBLIGATIONS OF LESSEE

- A. Lessee agrees that the Leased Premises shall be maintained in a presentable condition consistent with good business practices and equal in appearance and character to other similar improvements at the Airport. This specifically includes maintenance of the area surrounding the building. If maintenance by Lessee is not done satisfactorily to Lessor, then Lessor, after giving Lessee a seven-day notice, may perform the maintenance and charge Lessee for said costs and expenses incurred for said maintenance.
- B. Lessee and its tenants, employees, agents, and servants shall obey the rules and regulations of the Columbus Municipal Airport, as may be promulgated and amended from time to time, or its authorized agents in charge of the Airport, to insure the safe and/or orderly conduct of operations and traffic to, from, or upon the Leased Premises. Lessee and its tenants (if tenants were preapproved by Lessor in writing) will be required to obey such rules and regulations as may from time to time be promulgated by the United States of America or any department or agency thereof and the State of Nebraska for like purposes.
- C. Lessee agrees that any structure or improvement to be placed on the Leased Premises will only be done with prior written authorization of Lessor.
- D. Lessee shall not use the Leased Premises for any commercial purposes.

#### ARTICLE IV: TERM OF LEASEHOLD

- A. The term of this Lease shall be for a period of ten (10) years, commencing January 1, 2026.

The right of the first refusal is defined for the purpose of this agreement as meaning that Lessor, at the end of any lease period, shall not lease the Leased Premises to any person or entity for a price equal to or less than an amount which Lessee is willing and able to pay.

- B. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the terms of this Lease shall be extended by the length of the term of such suspension, or Lessee shall have the right to terminate this Lease as provided herein.
- C. Lessor agrees to give Lessee the first right to lease as set forth in Article X of this Lease.

#### ARTICLE V: RENTALS

- A. For the gross land area leased to Lessee as shown on Exhibit "A" including any area for private aprons and buildings therein, as defined in Article I, a gross rental of \$2,880 per year shall be paid to Lessor by Lessee.
- B. The rental rate provided above shall be paid annually, in advance, with the first payment to be made on January 1, 2026, and by January 1st each year thereafter.
- C. Lessee hereby specifically acknowledges and agrees that at any time the annual sum and rental amounts set forth in this Article of this Lease may be reviewed, reevaluated, and unilaterally increased by Lessor to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the updated revised/increased annual sum and rental amounts as required in this Lease.

#### ARTICLE VI: TERMINATION OF LEASE, CANCELLATION, ASSIGNMENT AND TRANSFER

- A. This Lease shall terminate at the end of the full term hereof, and Lessee shall have no further right or interest in any of the lands hereby leased, except as provided herein.
- B. Lessor may take immediate possession of the Leased Premises and declare this Lease terminated upon the occurrence of any of the following events:
  - (1) Nonpayment of the whole or any part of the amount agreed upon at the time such payment become due;
  - (2) Filing a petition of voluntary bankruptcy by Lessee;
  - (3) Destruction of the improvements on the Leased Premises without replacement thereof within a six-month period;
  - (4) Occurrence of any act which causes to deprive Lessee permanently of the rights, powers, and privileges necessary for the proper conduct and operations of the rights granted herein;
  - (5) Abandonment of the Leased Premises; or
  - (6) Nonperformance by Lessee of any of the agreements and covenants contained in the Lease.

- C. It is agreed that failure of Lessor to declare the Lease terminated upon default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of the Lessor to declare this Lease null and void by reason of any subsequent violation of the terms of this Lease; provided, however, that before exercising its termination privileges herein, Lessor shall first give written notice to Lessee of any default or alleged breach, and Lessee shall have sixty (60) days within which to comply before this Lease may be terminated.
- D. During a time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military use, and if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of this Lease, the Lessee shall be suspended in accordance with Article IV hereof.
- E. This Lease shall be subordinate to the provisions of any existing or future lease between Lessor and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or use of the Airport. Should the effect of such future agreement with the United States Government be to take any of the property under agreement or substantially destroy the value of such improvements during the term of this Lease, Lessor shall relocate the improvements to the extent practicable or terminate this Lease under the terms of Article VI.
- F. Lessee shall not assign or sublease this Lease or the Leased Premises without the express written consent of Lessor.

#### ARTICLE VII: NOTICES

- A. Notice to Lessor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to City of Columbus, Attn: Airport Manager, PO Box 1677, Columbus, NE 68602, or such other address as may have been designated in writing from time to time. Notices to Lessee shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Yellow Airplane LLC, Attn: Ronald Stock, 4860 33 Avenue, Columbus, NE 68601, or such other address as may have been designated in writing from time to time.

#### ARTICLE VIII: GENERAL PROVISIONS

- A. NET LEASE. This Lease in every sense shall be without cost to Lessor for the development, maintenance, and improvement of the Leased Premises. It shall be the sole responsibility of Lessee to keep, maintain, and repair any and all buildings or associated appurtenances which it may be permitted to construct on the Leased Premises at Lessee's sole expense.
- B. INDEMNIFICATION. Lessor shall stand indemnified and be held harmless by Lessee as herein provided. It is expressly understood and agreed by and between the parties hereto that Lessee herein is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts, errors, and omissions and Lessor shall in no

way be responsible therefor. It is further agreed that in the use of the Airport, the erection or construction of any improvements thereon, and the exercise or enjoyment of the privileges herein granted, Lessee agrees to indemnify and hold harmless Lessor from any and all losses that may result to Lessor from any action, omission, or negligence on the part of Lessee. Lessee shall not be responsible to indemnify Lessor for the following events: Acts of God, riots, civil commotion, and the public enemy.

- C. INSURANCE. Lessee shall carry premises and operator's liability insurance with a liability limit of \$1,000,000. Lessee shall cause Lessor to be named as additionally insured on said policies and Lessee shall provide Lessor with evidence of said insurance on a current basis and further provide in said policies that Lessor shall be notified of cancellation of any coverage.

#### ARTICLE IX: GENERAL PROVISIONS

- A. The paragraph headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Lease.
- B. All of the terms, covenants, and agreements herein contained shall be binding upon and shall ensue to the benefit of successors and assigns of the respective parties hereto.
- C. Lessor shall review and approve (at its sole discretion) any and all specifications for all improvements to be constructed and/or maintained on the Leased Premises.

#### ARTICLE X: OPTIONS

- A. First right to lease: Lessor agrees to give Lessee the first right to lease for an additional term at the expiration of the present lease upon the terms of the most satisfactory proposal then available to Lessor, as determined by Lessor. Lessor may invite proposal for a new lease at any time within six (6) months prior to such expiration. Lessor shall require Lessee to elect whether to exercise his option by notifying Lessee of the terms of any other proposal, and Lessee shall have a period of thirty (30) days from the date of such notice to take up said option on like terms.
- B. Right to remove improvements: In the event Lessee does not renew the Lease, or Lessee terminates this Lease as provided herein, Lessee shall have the option to remove any improvements currently existing or which are later placed upon the Leased Premises by the Lessee, or its predecessors, or to sell the improvements owned by the Lessee.
- C. Right of first refusal to purchase improvements: In the event Lessee decides to sell the improvements owned by the Lessee, the Lessor shall have the right of first refusal to buy said improvements. This right of first refusal is defined for the purposes of this Lease as meaning the Lessor shall have the right, if it so chooses, to purchase the improvements for a price equal to a *bona-fide* written offer that Lessee is willing to sell the improvements for to a third party, and Lessee shall not sell the improvements to any third party at a lessor price, without first offering the Lessor the right to purchase said improvements at said

lesser price. The right of first refusal shall be perpetual in nature until Lessee removes all its improvements or until the improvements is sold to a third-party with the Lessor having first waived its rights under this Agreement. Lessee shall give such notice of first right of refusal by mailing a copy of such purchase offer and Lessee' desire and intent to sell the improvements to Lessor at its address. Upon receipt of the notice of a purchase offer from Lessee or Lessee's desire and intent to sell the subject property, Lessor shall have 60 days to notify Lessee of its intent to exercise a first right of refusal by delivering such notice in writing directly to Lessee.

ARTICLE XI: GASOLINE AND THE LIKE

- A. Lessee shall not engage in the sale or storage of gasoline, fuel, or related/similar goods or services from the Leased Premises. Lessee shall refrain from storing any items or materials on the Leased Premises which could violate the local or national fire codes; however, Lessee shall be permitted to store aviation oxygen and aviation engine oil in approved containers for his own needs.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

((((REMAINDER OF PAGE INTENTIONALLY LEFT BLANK))))

Executed by:

CITY OF COLUMBUS:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

YELLOW AIRPLANE LLC:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

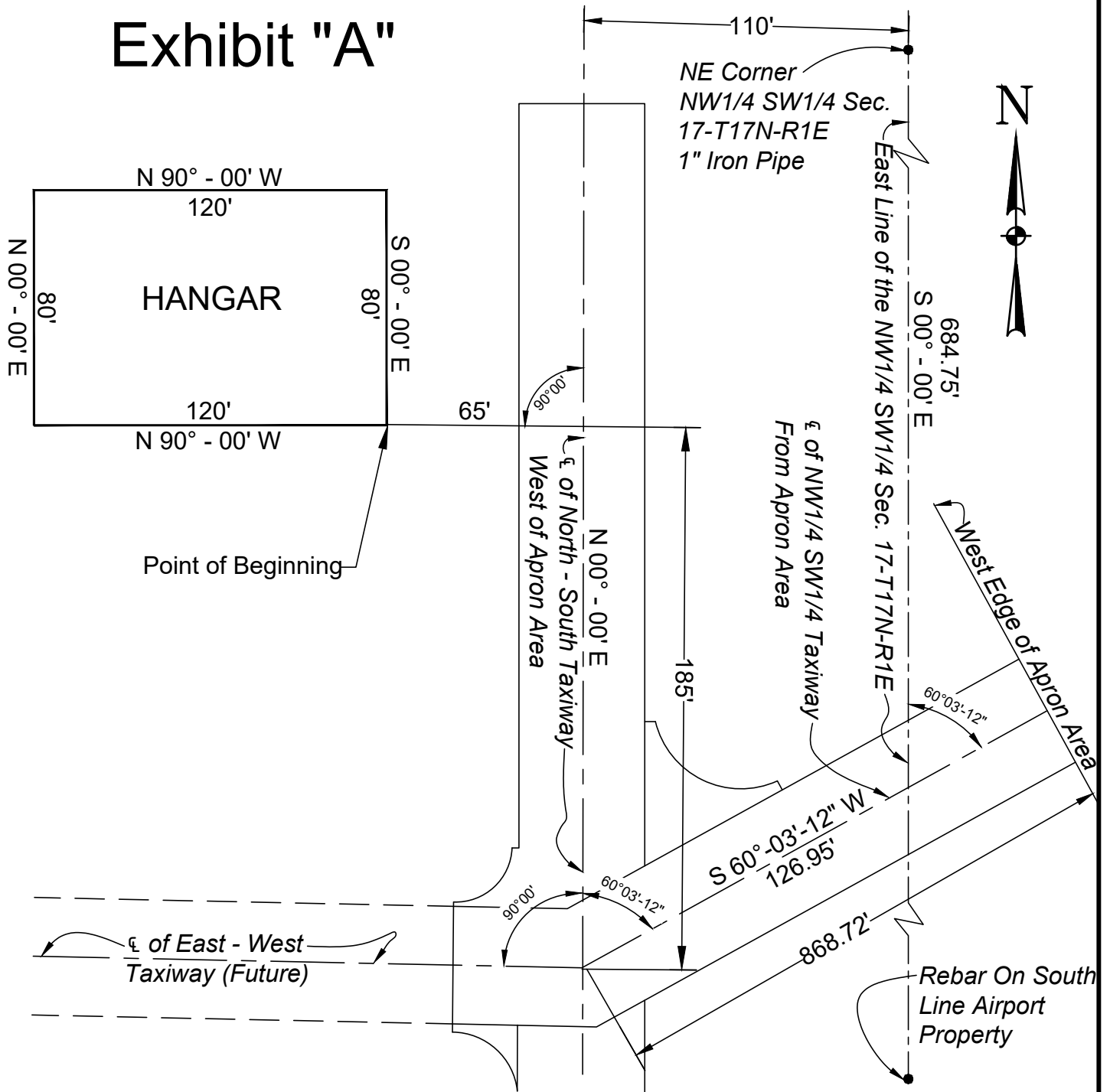
\_\_\_\_\_  
Contact Phone

\_\_\_\_\_  
Contact Email

APPROVED AS TO FORM:

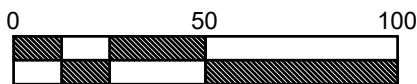
\_\_\_\_\_  
City Attorney

# Exhibit "A"



## LEGAL DESCRIPTION

A tract of land located in the NW¼ of the SW¼ of Sec. 17-T 17 N-RIE of the 6th P.M., Platte County, Nebraska, more particularly described by referring to the Northeast corner of said NW¼ SW¼ of Sec. 17; thence South along the East line of said NW¼ SW¼ of Sec. 17, whose assumed bearing is S00° 00' E, a distance of 684.75' feet, more or less, to a point on the center line of the NE/SW taxiway from the apron area of the Columbus Municipal Airport; thence S 60° 03' 12" W along said NE/SW taxiway, a distance of 126.95' feet, more or less, to the center line of the North-South taxiway West of the apron area, thence N00° 00'E a distance of 185' feet to a point; thence N90° 00'W a distance of 65' feet to the point of beginning; thence continuing 90° 00'W, a distance of 120' feet to a point; thence N 00° 00'E, a distance of 80' feet to a point; thence N90° 00'E a distance of 120' feet to a point; thence S00° 00'E a distance of 80' feet, to a point of beginning and containing 0.22 acres, more or less.



Plat Showing Location of Yellow Airplane Lease  
Columbus Municipal Airport Columbus,  
Nebraska

Scale: 1" = 50'  
Date: December 12, 2024



NPPD

1428

North

1412

East

South

West

Yellow Airplane

1444

1442

Muhle

1430

FBO

1426

CVA

1406

East

West

1340

FBO

1334

FBO

1328

Armehods

1309

Admin

1321

SRE

1315

FBO

1230

City

Midstate

23

24

25

26

6  
7  
8  
9  
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1508

15.B. Resolution No. R26-20 approving agreement between owner and design-builder with Commonwealth Electric Company in a guaranteed maximum amount of \$125,000 for design and construction phase services for Frankfort Square Lighting project. (Full amount to be reimbursed by the Downtown Business Improvement District.)

**RESOLUTION NO. R26-20**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE DESIGN-BUILD AGREEMENT WITH COMMONWEALTH ELECTRIC COMPANY IN THE GUARANTEED MAXIMUM PRICE OF \$125,000 FOR FRANKFORT SQUARE LIGHTING; 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, Resolution R25-117 approved on September 2, 2025, authorized the use of the design-build delivery system and established the performance criteria developer; and

WHEREAS, the Design-Build Agreement includes the design, materials and construction of the lighting project; and

WHEREAS, the Design-Build Agreement establishes the guaranteed maximum price, substantial completion date, and final completion date.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Design-Build Agreement with Commonwealth Electric Company in the guaranteed maximum price of \$125,000 for Frankfort Square Lighting, 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

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



Accountability - Dedication  
Honesty - Integrity - Respect

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## MEMORANDUM

**DATE** January 26, 2026  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Frankfort Square Lighting  
Agreement between Owner and Design-Builder

**RECOMMENDATION:**

I recommend approval of the Agreement Between Owner and Design-Builder with Commonwealth Electric Company in the guaranteed maximum amount of \$125,000 for design and construction phase services for the Frankfort Square Lighting project.

**DISCUSSION:**

Resolution R25-117 approved the use of the Design-Build delivery system and designated City Engineer Richard Bogus as the performance criteria developer. The City Design-Build policy selection was followed with the selection committee choosing Commonwealth Electric Company.

The project includes the addition of programmable color-changing LED lighting illuminating the mural on the back side of the band shell, mural on the east side of Frankfort Square, center park monument, flag pole, and bollards along the four diagonal sidewalks. Controls will be operational from City Hall, IT Department. Project scheduled to be completed prior to Columbus Days. Events during construction will not be interrupted and work during those times limited.

**FISCAL IMPACT:**

Guaranteed maximum price of \$125,000, City to be reimbursed the full amount by the Downtown Business Improvement District.

**ALTERNATIVE:**

Do not approve.

**CONCURRENCE:**

By: Betsy Eckhardt

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

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**AGREEMENT  
BETWEEN OWNER AND DESIGN-BUILDER  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between City of Columbus, Nebraska (“Owner”), Commonwealth Electric Company. (“Design-Builder”).

**PROJECT INFORMATION**

Project: Columbus, Nebraska Frankfort Square Permanent Lighting Project

Design-Build Contract: Columbus, Nebraska Frankfort Square Permanent Lighting (“Contract”)

Engineer: Design-Builder has retained Commonwealth Electric Company (“Engineer”) for the performance of professional engineering services under this Contract.

Authorized Representatives: Owner and Design-Builder each hereby designates a specific individual authorized to act as representative with respect to the performance of responsibilities under this Contract. Such an individual shall have authority to transmit instructions, receive formal notices, receive information, and render decisions relative to this Contract on behalf of the respective party that the individual represents.

1. Owner’s Authorized Representative: Rick Bogus 2424 14th Street, PO Box 1677, Columbus, NE 68602-1677, rick.bogus@columbusne.us 402-562-4235
2. Design-Builder’s Authorized Representative: Jake Gable, 472 26<sup>th</sup> Avenue Columbus, NE 68601 Jgable@commonwealthelectric.com

Owner and Design-Builder further agree as follows:

**ARTICLE 1 – THE WORK**

1.01 *General Description of Work*

- A. Design-Builder shall complete all Work as specified or indicated in the Contract. The Work is generally described as the design and construction of the following: Frankfort Square Lighting Updates.

**ARTICLE 2 – CONTRACT TIMES**

2.01 *Time of the Essence*

- A. All time limits for Design-Builder’s attainment of Milestones, if any, Substantial Completion, and completion and readiness for final payment, as stated in the Contract, are of the essence of the Contract.

2.02 *Contract Times: Dates*

- A. Design-Builder will substantially complete the Work on or before July 31st, 2026.
- B. Design-Builder will have the Work completed and ready for final payment, on or before August 7th, 2026.

[or]

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2.03 *Liquidated Damages*

- A. Design-Builder and Owner recognize that time is of the essence as stated in Paragraph 2.01 above, and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 2.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a lawsuit or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Design-Builder agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Design-Builder shall pay Owner \$100 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 2.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Design-Builder shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Design-Builder shall pay Owner \$100.00 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion, final completion, and Milestones (if applicable) are not additive, and will not be imposed concurrently. Liquidated damages for failing to attain Substantial Completion shall take precedence.
  4. Milestones: Design-Builder shall pay Owner \$100.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

**ARTICLE 3 – CONTRACT PRICE**

3.01 *Stipulated Sums*

- A. Owner shall pay Design-Builder for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
1. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

<b>Unit Price Work</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	Frankfort Square Lighting Updates.	GMP	1	\$125,000	\$125,000
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$125,000

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner.

2. Total of Guaranteed maximum price and Unit Price Work (subject to final Unit Price adjustment) \$125,000.

3.02 *Changes in Contract Price Based on Cost of the Work*

- A. If the price of Design Professional Services covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, then for such Design Professional Services (exclusive of reimbursable expenses, if any) the Engineer, Project Design Professional, or other design entity performing the Design Professional Services (regardless of tier) may invoice no more than the direct labor cost of each employee providing services multiplied by a factor of 3.5, which covers labor costs, overhead, and profit. 18
- B. If the value of Work covered by a Change Order or an adjustment in the Contract Price is determined on the basis of Cost of the Work, and involves Work performed under Construction Subcontracts or Design Agreements, the allowable mark-ups on lower tier invoices shall be limited.

**ARTICLE 4 – PAYMENT PROCEDURES**

4.01 *Submittal and Processing of Payments*

- A. Design-Builder shall submit Applications for Payment in accordance the General Conditions. Owner will process Applications for Payment as provided in the General Conditions.

4.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Design-Builder's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 4.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. 100 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and
    - b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Design-Builder to 100 percent of the Work completed, less such amounts set off by Owner, and less 200 percent of Owner's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

- C. Notwithstanding the provisions above, no retainage shall be withheld with respect to the portion of a payment application pertaining to engineering, design, and other professional services.

#### 4.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.06 of the General Conditions, Owner shall pay the remainder of the Contract Price.

### **ARTICLE 5 – INTEREST**

#### 5.01 *Interest Rate*

- A. All amounts not paid when due shall bear interest at the rate of 12 percent per annum, or if applicable at the rate stated in a governing prompt payment statute.

### **ARTICLE 6 – DESIGN-BUILDER’S REPRESENTATIONS**

#### 6.01 *Representations*

- A. Design-Builder makes the following representations for Owner’s reliance:
    1. Design-Builder has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
    2. Design-Builder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    3. Design-Builder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
    4. Design-Builder has carefully studied all: (a) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings, and (b) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site, that Owner has identified or made available to Design-Builder, especially with respect to Technical Data in such reports and drawings.
    5. Design-Builder has considered the information known to Design-Builder itself, and to Construction Subcontractors and Project Design Professionals that Design-Builder has selected as of the Effective Date; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings (if any) identified in the Contract Documents or otherwise made available to Design-Builder, with respect to the effect of such information, observations, and documents on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Design-Builder; and (c) Design-Builder’s safety precautions and programs.
    6. Based on the information and observations referred to in the preceding paragraph, Design-Builder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary prior to entry into the Contract at the Contract Price, subject to the Contract Times.
-

7. Design-Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Design-Builder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Design-Builder has discovered in the Contract Documents, and the written response from Owner is acceptable to Design-Builder.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. Design-Builder's entry into this Contract constitutes an incontrovertible representation by Design-Builder that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 7 – CONTRACT DOCUMENTS

### 7.01 Contents

- A. The Contract Documents consist of the following:
  1. This Agreement (pages 1 to 8, inclusive).
  2. Performance bond (pages [ ] to [ ], inclusive).
  3. Payment bond (pages [ ] to [ ], inclusive).
  4. General Conditions (page 1, inclusive).
  5. Supplementary Conditions (pages [ ] to [ ], inclusive).
  6. Conceptual Documents.

#### **NOTE(S) TO USER:**

***Specifically identify and list the Conceptual Documents here, or refer to an attached exhibit that lists them. The Conceptual Documents typically will be documents prepared by or on behalf of the Owner that describe Owner's goals and requirements for the design-build project, in graphic form or written text. They may include performance criteria or objectives; budgetary limitations; quality standards; space, capacity, flexibility, and expandability requirements; initial drafts of drawings and specifications; design objectives, constraints, and criteria; and other documents that show, describe, or define the character, scope, and intent of the Work to be performed or furnished by Design-Builder.***

7. Addenda (numbers [ ] to [ ], inclusive).
  8. Design-Builder's Proposal.
  9. Proposal Amendment.
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Work Change Directives.
    - b. Change Orders.
    - c. Record Drawings and Record Specifications
  11. Other Exhibits to this Agreement (enumerated as follows):
-

- a. Exhibit A – General Conditions
- b. Exhibit 1 and 2 – Task and Conditions
- c. Exhibit 8 – Design-Builder’s Proposal

**NOTE(S) TO USER:**

1. *List other required attachments (if any), such as documentation submitted by Design-Builder prior to Notice of Award and documents required by funding or lending agencies.*
  2. *The scope of design services to be performed or furnished by Design-Builder will vary greatly from project to project, depending on factors such as the amount of planning and design already completed by or for Owner, and Owner’s expectations for involvement and input during Design-Builder’s performance of the Work. In many cases the scope of design services will not be stated in detail. The required scope of design services under this Contract would typically be stated in the RFP or Proposal. See EJCDC® D-111, Request for Proposals. If in the alternative the design scope is defined in a separate document, it may be listed here as an exhibit.*
  3. *If a Geotechnical Baseline Report or a Geotechnical Data Report is used, include them as lettered Items under Paragraph 7.01.A.12. For a further discussion of GBRs and GDRs see EJCDC® C-001, Commentary on the 2013 EJCDC Construction Documents.*
  4. *If any of the items listed are not applicable to this Contract, or are not to be included as Contract Documents, remove such item from the list and renumber the remaining items.*
- B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 8 – MISCELLANEOUS**

8.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and Supplementary Conditions, if any.

8.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on the other party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.
-

8.03 *Successors and Assigns*

- A. Owner and Design-Builder each binds itself, its successors, assigns, and legal representatives to the other party hereto, and its successors, assigns, and legal representatives, in respect to all covenants, agreements, and obligations contained in the Contract.

8.04 *Severability*

- A. Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Design-Builder, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 *Design-Builder's Certifications*

- A. Design-Builder certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.06 *Other Provisions*

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IN WITNESS WHEREOF, Owner and Design-Builder have signed this Agreement.

This Agreement will be effective on [ ] (which is the Effective Date of the Contract).

OWNER:

DESIGN-BUILDER:

Commonwealth Electric

By: \_\_\_\_\_

By: **Jake Gable** Digitally signed by Jake Gable  
DN: C=US, E=jgable@commonwealthelectric.com,  
O=Commonwealth Electric, OU=Greater Nebraska,  
CN=Jake Gable  
Date: 2026.01.30 11:17:00-06'00'

Title: \_\_\_\_\_

Title: Vice President

Attest: \_\_\_\_\_

Attest: **Jeremy Braun**

Title: \_\_\_\_\_

Title: Project Manager

Address for giving notices:

Address for giving notices:

472 26th Ave

Columbus, NE 68601

License No.: **EC 21291-22**  
*(where applicable)*

APPROVE AS TO FORM

\_\_\_\_\_  
City Attorney

# Exhibit A



## General Terms and Conditions

### 1. AUTHORIZATION TO PROCEED

Signing of the accompanying agreement for engineering surveying or related services shall be authorization by the Client for Commonwealth Electric to proceed with the work described, unless otherwise stated in the agreement form.

### 2. STANDARD OF PRACTICE

Services performed by COMPANY NAME under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise.

### 3. INVOICING AND PAYMENT

The client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Commonwealth Electric for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Commonwealth Electric on a monthly basis and shall be due and payable upon receipt. The client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Commonwealth Electric more than forty-five (45) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the client for any reason fails to pay the undisputed portion of Commonwealth Electric invoices within thirty calendar days from the invoice date, COMPANY NAME may cease work on the project and the client shall waive any claim against Commonwealth Electric and shall defend and indemnify Commonwealth Electric from and against any claims for injury or loss stemming from Commonwealth Electric cessation of services. Client shall also pay Commonwealth Electric the cost associated with premature project demobilization. In the event the project is remobilized, client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

If the client objects to all or a portion of the invoice, the client shall so notify Commonwealth Electric in writing within ten calendar days of the date of the invoice in question, and shall pay that portion of the invoice not in dispute. In the event any bill or portion thereof is disputed by the client, client shall notify Commonwealth Electric within ten (10) calendar days of the date of the invoice in question. Client and Commonwealth Electric shall work together to resolve the matter within sixty (60) calendar days of its being called to Commonwealth Electric attention. If resolution of the matter is not attained within sixty (60) calendar days, either party may terminate this agreement.

### 4. ADDITIONAL SERVICES

Any services beyond those specified in the agreement will be provided for separately under an additional agreement or a supplemental agreement.

### 5. CONSEQUENTIAL DAMAGES

The client shall not be liable to Commonwealth Electric and Commonwealth Electric shall not be liable to the client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault or whether it was committed by the client or Commonwealth Electric, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

### 6. INDEMNIFICATION

Client and Commonwealth Electric, their respective officers, employees, agents, and representatives, each agree to indemnify and hold the other harmless, from and against liability for claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Commonwealth Electric, they shall be borne by each party in proportion to its negligence.

### 7. OWNERSHIP OF DOCUMENTS

All plans, drawings, reports, notes, calculations, estimates and other documents prepared by Commonwealth Electric as instruments of service shall remain the property of COMPANY NAME, and copies will be provided at the request of the client.

### 8. TERMINATION

In the event termination becomes necessary, the party (Commonwealth Electric and the City of Columbus) effecting the termination shall so notify the other party and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the client shall within thirty (30) calendar days of termination remunerate Commonwealth Electric for services rendered and costs incurred up to the effective time of termination, in accordance with Commonwealth Electric prevailing fee schedule and expense reimbursement policy.

### 9. GOVERNING LAW

This agreement is to be governed by and construed in accordance with the law of the principal place of business of Commonwealth Electric.

### 10. CONTROLLING AGREEMENT

The agreement and these terms and conditions express the entire agreement between the parties. These terms and conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, notice to proceed, or like document regarding Commonwealth Electric services. If any one or more of the provisions contained in this agreement shall be held unenforceable, the enforceability of the remaining provisions shall not be impaired.

## Exhibit 1

### TASKS AND CONDITIONS

#### FRANKFORT SQUARE LIGHTING IMPROVEMENT PROJECT

1. The City of Columbus is seeking a Design-Build team for permanent lighting system improvements at Frankfort Square. The goal of this project is to enhance safety, extend park usability during evening hours, and create a more inviting atmosphere for community gatherings and events. The system will feature programmable, color-changing accent lighting as well as general white area lighting to provide flexibility for day-to-day use and special events.
2. Building location is within Frankfort Square, between 13<sup>th</sup> and 14<sup>th</sup> Streets and 26<sup>th</sup> and 27<sup>th</sup> Avenues.
3. Provide City a concept plan and specifications following the Columbus Land Development Ordinance.
4. Provide the City a copy of the State electrical review and permit.
5. Contractor to obtain State Electrical inspections.
6. General features and construction:
  - 1) **Lighting System**
    - Install programmable color-changing LED lighting with full controls package capable of scenes and scheduling.
    - Provide general area white lighting for everyday use.
    - Lighting to be mounted on poles ensuring durability and minimizing damage from mowers and park animals.
  - 2) **Special Lighting Features**
    - **Mural Illumination:** Install white LED lights to highlight the mural on the building wall east of Frankfort Square.
    - **Monument Lighting:** Install four (4) small LED flood lights to illuminate the central park monument.
    - **Flag Pole Lighting:** Provide LED lighting for the flag pole on the south side of the park.
    - **Bandshell Lighting:** Provide LED graze lighting for the mural on the back side of the bandshell.
  - 3) **Controls & Infrastructure**
    - Install an IP-rated lighting control panel enclosure with relays and controls, mounted on the stage infrastructure.
    - Provide conduit installation for lighting system and include an additional conduit line to accommodate future sound equipment.
  - 4) **Installation & Electrical**
    - Contractor shall provide all electrical work, wiring, and connections necessary for full system operation.
    - All materials and equipment must meet applicable safety codes and standards.
    - Contractor is responsible for testing and commissioning of the system
  - 5) **Deliverables shall include:**
    - Supply and installation of all LED lighting, poles, controls, and electrical systems.
    - Full programming of control system with ability to create color scenes and schedules.
    - As-built drawings of lighting and conduit installations.
    - Training for City staff on operation of control system.

7. Plans and specifications stamped by State of Nebraska Professional Architect and Engineer in good standing.
8. Construction reviews and recommendation of pay applications and revisions by design professional of record.
9. Design in late 2025 with bidding and construction in the 2026 construction season. Construction will need to work around Frankfort Square and City events and timelines.

# EXHIBIT 2



14TH STREET

27TH AVENUE

FRANKFORT SQUARE

26TH AVENUE

13TH STREET



# Commonwealth Electric Company of the Midwest

472 26<sup>th</sup> Avenue | Columbus, NE 68601 | (402) 563-9334

January 23, 2026

City of Columbus NE

RE: Frankfort Square Permanent Lighting Project

Dear Rick Bogus:

This price increase includes all labor and material for a full functional lighting system as requested.

This Proposal includes:

- (12) 12' Color Changing Bollard Lights. (3) on each section of the walkway.
- (6) Gooseneck style fixtures on the west side of the stage for the Guitar Mural.
- (4) Flood lights covering the Cannons/Memorial area in the center of the park.
- (2) Flood lights added to the existing light pole on east side of the park, shining across the street onto large mural.
- (1) Flood light added to the existing decorative light pole on the south side of the park to shine on American Flag.
- (1) Lighting Controller that will provide color changing to the bollard lights only. (Training Included).
- (2) Post Top style lights for the two existing pole lights in the middle of the park.
- Trenching along pathways and boring under concrete where necessary for all associated conduits and wire.
- Flush concrete pads for each bollard light.
- (1) Ethernet connection from existing communication switch to lighting controller switch.
- All fixtures in Black finish.
- A \$4,100 good will donation to pay for fixtures in Memorial area.

Exclusions:

- Seeding or sod associated with trenching or digging for pole bases.
- Sprinkler or sprinkler line damage.
- Any electrical work not associated with this project, such as code violations that might be requested by the electrical inspector.
- Private Utility Locates (Public Locates will be provided).
- Any light fixture replacement for stage lighting.

Please issue a contract for **\$125,000** at your earliest convenience. The above price is subject to cost changes if not accepted by **Monday, February 23rd, 2026**. Commonwealth Electric Company of the Midwest reserves all rights to make additional claims for impact on other work which is caused by this additional and/or changed work.

If you have any questions regarding this, please give me a call.

Sincerely,

Jeremy Braun  
Project Manager  
Direct: 402-563-9334  
Cell: 402-942-3623  
[jbrown@commonwealthelectric.com](mailto:jbrown@commonwealthelectric.com)

**Committed to Excellence | Customers, Employees, Character, Mastery**

**Columbus | Des Moines | Grand Island | Kearney | Lincoln | Omaha | Phoenix |**

**Tucson**

15.C.Resolution No. R26-21 adopting the City of Columbus Purchasing Policy and Procedures.

DRAFT

**RESOLUTION NO. R26-21**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA ADOPTING THE CITY OF COLUMBUS PURCHASING POLICY AND PROCEDURES AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, revisions to the City of Columbus Purchasing Policy and Procedures were last adopted by the City Council on June 7, 2010.

WHEREAS, the City has thoroughly reviewed the Purchasing Policy and Procedures and wishes to reorganize, reformat, and update the policies and procedures in order to provide clearer guidance to staff, improve consistency in purchasing decisions, and to strengthen internal controls to ensure responsible stewardship of public funds.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the City of Columbus Purchasing Policy and Procedures is approved.

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



# CITY OF COLUMBUS

## PURCHASING POLICY and PROCEDURES

The purpose of this Purchasing Policy is to establish clear and consistent standards for the expenditure of City funds in order to ensure fiscal responsibility, transparency, and accountability. All City funds are held in trust for the public, and this policy is intended to promote prudent stewardship of those resources, ensure compliance with applicable laws, and support fair, ethical, and efficient purchasing practices.

Project costs must be combined whenever possible. Splitting expenses to avoid the requirements of this purchasing policy is expressly prohibited.

Maintenance contracts, service agreements, subscriptions, renewals and similar items shall not be structured or renewed in a manner that circumvents the requirements of this policy.

### SECTION 1: DEFINITIONS

- 1) **Goods/Services:** Shall mean and include all supplies, parts, materials, and equipment.
- 2) **Written Quote:** Quote submitted by supplier on their company letterhead.
- 3) **Contractual Services:** Shall mean and include all telephone, gas, water, electric light and power service, towel and cleaning service, insurance, lessee for all grounds, building, office, or other space required by the using agencies; and the rental, repair, or maintenance of equipment, machinery, and other city-owned property. The term shall not include professional and other contractual services that are in their nature unique and not subject to competition.
- 4) **City:** Shall mean the City of Columbus, Nebraska.
- 5) **Using Agency:** Shall mean any department, agency, commission, board, or other unit of city government using supplies or procuring contractual services as provided for in this article.

- 6) **Position Substitution:** To facilitate the carrying out of these policies, the following substitutions may be made:
  - a. In the absence of the City Administrator or Finance Director, the Director of General Services shall make approval decisions.
  - b. In the absence of the Department Head, a supervisor or designee may be substituted.
- 7) **Emergency:** An interruption to the normal delivery of municipal services, which jeopardizes the life, health or safety of people in Columbus.

## **SECTION 2: PURCHASES**

Purchases of goods and services shall be handled as follows:

- 1) For purchases of less than \$1,000, Department Heads shall establish a policy with their employees in order to properly manage city resources.
- 2) Purchases of \$1,000, but less than \$5,000, may only be made with Department Head or their designee's approval. Where possible, at least two written quotes shall be obtained for the purchase of goods/services, except where availability of goods/service is limited.
- 3) Purchases of \$5,000, but less than \$25,000, require approval of the affected Department Head and the City Administrator, and verification of availability of funds by the Finance Director. Three written quotes shall be obtained except where availability of goods/services is limited.
- 4) Purchases of \$25,000, but less than \$75,000, require approval of the affected Department Head and the City Administrator, and verification of availability of funds by the Finance Director. Three written quotes shall be obtained except where availability of goods/services is limited. The quotes for purchases between \$25,000 and \$75,000 are to be presented to the City Council for approval prior to purchase. While the formal contract procedure, as outlined below, is not required for purchases in this dollar range, a Department Head may choose to follow the formal contract procedure if the formal contract procedure is better suited to the type of purchase.
- 5) Purchases or contracts in the amount of \$30,000 or greater, which will be included in an assessment to a property owner, including, but not limited to, water, sewers, streets, etc. shall require competitive bidding, in accordance with Nebraska SS 16-321(4).

- 6) Sole Source: When quotes are required, sole sourcing is only allowed when it pertains to an existing system that has maintenance or required needs that can only be sourced through a sole provider.

### **SECTION 3: EMERGENCY PURCHASES**

- 1) In the event of an emergency requiring the immediate purchase of supplies or contractual services totaling \$25,000 or more, the City Administrator may authorize the Department Head to obtain the necessary goods or services at the lowest obtainable price. The City Administrator shall be notified prior to the purchase when feasible, or as soon as practicable afterward if prior notification is not possible.
- 2) In the event of an emergency requiring the immediate purchase of supplies or contractual services up to \$24,999, the Department Head may authorize employees to obtain the necessary goods or services at the lowest obtainable price.
- 3) A report of the circumstances of any emergency purchase shall be filed by the Department Head with the City Administrator, if the purchase was \$25,000 or greater it shall be presented to the council for their information.

### **SECTION 4: FORMAL CONTRACT PROCEDURE**

- 1) When the estimated cost of supplies, equipment, or services exceeds \$75,000, no formal contract for purchase or sale shall be authorized without prior approval of the City Council. Competitive bidding shall be required for costs that are estimated to exceed \$75,000. Competitive bidding shall be required except where the unique and noncompetitive nature of the product or services make competitive bidding impractical. All supplies, equipment, and services in this category shall be purchased or sold by formal written contract, from the lowest responsible bidder, after due notice inviting proposals. Contract agreements are approved by the City Council in the form of a Resolution.
- 2) Professional services are not subject to competition bidding and are by Quality Based Selection. Contract agreements are approved by the City Council in the form of a Resolution.

- 3) A notice, inviting bids or professional services proposals, shall be published once in the Columbus Telegram and placed on the city website and advertised on [www.questcdn.com](http://www.questcdn.com) (QuestCDN) at least Fourteen (14) calendar days preceding the last day set for the receipt of proposals. The notice shall include a general description of the scope of services desired, articles to be purchased or sold, and shall state where bid documents and specifications may be secured, and the date, time, and place for opening bids.
  - a. The Department Head may also notify responsible prospective vendors of bids by sending them a copy of such newspaper notice, QuestCDN number, or such other notice as will acquaint them with the proposed purchase or sale. In any case, invitation sent to the vendors shall be limited to commodities that are similar in character and ordinarily handled by those vendors to whom the invitations are sent.
- 4) When deemed necessary by the City Administrator or Department Head, performance bonds will be required. A performance bond will not be required for construction contracts under \$75,000.
- 5) When deemed necessary by the City Administrator or Department Head, each bid must be accompanied by a bid bond or cashier's check payable to the City of Columbus for 5% of the total amount of the bid.
- 6) Bids shall be submitted "sealed" to the City Office identified in the bid documents and shall be identified as 'bid' or 'proposal' on the envelope, with time of bid opening and purpose of bid opening also marked on the envelope. Bids or professional services, which are indicated to be received electronically, will be through the QuestCDN bidding process. Bids, which are indicated to be open to the public, shall be opened in public on the date, time, and place stated in the public notices. Typical and standard bid openings are Tuesday at 2:00 p.m. A tabulation of all bids received shall be available for public inspection after approval of the City Council.
- 7) The City shall have the authority to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby.
- 8) The City shall not accept the bid of a contractor who is in default on the payment of taxes, licenses, or other monies due the City. The City shall not accept the bid requiring a bid bond or cashier's check which is not included at time of bid opening.

- 9) Contract shall be awarded to the lowest responsible bidder. In determining “lowest responsible bidder”, in addition to price, the Department Head shall submit to the City Administrator his/her recommendation taking into account the following items a-i:
- a. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
  - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, and efficiency of the bidder;
  - d. The quality of performance of previous contracts or services;
  - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. The quality and availability of the goods or contractual services to the particular use required;
  - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - i. The number and scope of conditions attached to the bid.
- 10) When the award is not given to the lowest bidder in price, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the Department Head, approved by the City Administrator and filed with other papers related to the transaction.

- 11) Except in the case of tie bids, there shall be neither formal nor tacit local vendor's preference policies. The City shall neither impose nor condone any bidding or procurement policies that result in exclusionary or anti-competitive bidding or violate state or federal antitrust laws. If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder. Where there is no local bidder, or when two (2) or more local bidders are equal, the Department Head shall make a recommendation to the City Administrator in order to select a bidder.
- 12) The City, whenever applicable, may, by the use of purchasing under a State of Nebraska contract, or similar cooperative purchasing service, purchase supplies, equipment, or services without the necessity of using the formal bid requirements as set forth in this section.

#### **SECTION 5: ALTERNATIVE PROJECT DELIVERY METHODS FOR CONSTRUCTION PROJECTS**

Policy for Design-Build and Construction Management at Risk processes for certain projects is incorporated in the Purchasing Policy as detailed in Resolution No..R11-05, Policies and Procedures for Design-Build & Construction Management at Risk Contracts which follows the Nebraska Revised State Statutes Political Subdivision Construction Alternatives Act (§13-2901). Excluded from both alternatives are construction projects involving basic infrastructure such as roads, streets, highways, water, sewer, utility and wastewater.

**SECTION 6: PAYMENT APPROVAL PROCESS**

To provide efficient processing of invoices related to the aforementioned purchasing. With the only exception being emergency purchases, the following process is to be followed prior to expenditure of any city funds:

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
Formal Bidding Required					X
City Council Approval				X	X

- 1) All purchases of \$1,000 or more require Department Head approval on a fully completed Purchase Request Form to be attached with the invoice.
- 2) Purchases of \$5,000, but less than \$24,999, will need Department Head, City Administrator approval and verification of funds by the Finance Director on a fully completed Purchase Request Form to be attached with the invoice. These invoices will be approved by the Department Head, City Administrator and Finance Director.

- 3) Purchases over \$25,000 but less than \$75,000 will need the approval of the, Department Head, and City Administrator and verification of funds by the Finance Director on a fully completed Purchase Request Form and invoice and be placed on the City Council agenda for consideration. Discrepancies between invoice and Council authorization will be reconciled by the Finance Department with approval by the City Administrator.
- 4) Construction pay applications for capital improvement projects shall follow this purchasing policy, when a pay application requires City Council approval it shall be on a Resolution for payment and placed on the City Council agenda for consideration.
- 5) Construction pay application field orders will require the signature of the Department Head and general contractor and included in the next applicable pay application and subsequent Resolution for payment.
- 6) Construction change orders will require the signature of the Department Head and general contractor including a Resolution approved by the City Council.

All prices to be quoted F.O.B. Columbus, Nebraska, or to include freight charges to Columbus. This will eliminate most discrepancies between invoices and quotes and keep bidding fair.

Original adopted September 7, 1993  
Amended and adopted June 3, 1996  
Amended and adopted May 4, 1998  
Amended and adopted June 4, 2001  
Amended and adopted March 3, 2003  
Amended and adopted March 6, 2006  
Amended and adopted October 16, 2006  
Amended and adopted November 6, 2006, effective October 1, 2007  
Amended and adopted September 2, 2008, effective October 1, 2008  
Amended and adopted June 21, 2010  
Amended and adopted February ##, 2026.

## City of Columbus, Nebraska Purchase Request Form

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

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: \_\_\_\_\_

Requesting Employee: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Department Head: \_\_\_\_\_

Date: \_\_\_\_\_

### 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.*

**4. Selected Vendor Information:**

Vendor Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Cooperative Purchasing (State Contract, Sourcewell, etc.):  Yes  No

**5. Cost & Budget:**

Total Cost: \_\_\_\_\_

Account Number(s): \_\_\_\_\_

Funds Available:  Yes  No

**6. Attach Required Quotes**

**7. Approvals**

Supervisor / Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

City Administrator (if \$5,000+): \_\_\_\_\_ Date: \_\_\_\_\_

City Council Approval (if \$25,000+): \_\_\_\_\_

Verification of Funds:

Finance Director (if \$5,000+): \_\_\_\_\_ 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.*

16. **ORDINANCES ON FIRST READING: None**
17. **ORDINANCES ON SECOND READING: None**
18. **ORDINANCES ON THIRD READING: None**
19. **PAYROLL AND BILLS ON FILE: Included in Consent Agenda**
20. **UNFINISHED BUSINESS: None**
21. **ADJOURNMENT**