

City Council Regular Meeting
Monday, February 3, 2025 6:00 PM
Columbus Community Building/Community Room
2500 14 Street
Columbus, NE 68601

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

{{Name: Agenda Item Name}}

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

84-1407. Act, how cited.

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

Source: Laws 2004, LB 821, § 34.

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

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

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

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

Annotations

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

84-1409. Terms, defined.

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

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

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

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

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

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

Annotations

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

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

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

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

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

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

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

(c) Investigative proceedings regarding allegations of criminal misconduct;

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

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

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

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

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

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

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

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

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

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

Annotations

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

(1983).

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

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

(1) Until January 1, 2025:

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

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

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

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

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

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

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

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

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

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

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

(2) Beginning January 1, 2025:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

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

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

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

provided if virtual conferencing was not used;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Cross References

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

Annotations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Operative Date: July 19, 2024

Annotations

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

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

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

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

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

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

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

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

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

Annotations

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

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

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

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

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

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

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

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

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

Annotations

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

2. PRAYER

3. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

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

4.A. Minutes of January 20, 2025, City Council meeting.

PROCEEDINGS OF CITY COUNCIL
January 20, 2025

A regular meeting of the mayor and council of the City of Columbus, Nebraska, was convened in open and public session on January 20, 2025, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on January 2, 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 Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, AJ Palensky, Prent Roth, and Ron Schilling. Council member Cynthia Alarcòn was absent and excused. City staff members included City Administrator Tara Vasicek, City Attorney Gene Schumacher, City Clerk Shuraya Choat, City Engineer Rick Bogus, Police Chief Charles Sherer, Police Captain Todd Thalken, Public Works Director Chuck Sliva, Chief Building and Code Official Andy Woehrer, Public Property Director Doug Moore, Human Resource Director Tammy Orender, Joint Communications Director Rachel Pensick, Project Engineer Braden Labenz, and Communications Manager Matt Lindberg.
2. **PRAYER:** Jablonski led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was played and the Pledge of Allegiance was recited.
4. **CONSENT AGENDA:** The following items are considered to be routine by the city council and will be enacted by one motion. There will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Jablonski and a second by Schilling. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.
 - 4.A. **Minutes of January 6, 2025, City Council meeting.**
 - 4.B. **Change the date of the second meeting in February 2025 to Tuesday, February 18, 2025, at 6 p.m. due to President's Day.**
 - 4.C. **Reappointments of Joe Marksmeier and Melissa Spearman to Downtown Business Improvement Board for three-year term.**

- 4.D. Resolution No. R25-03 approving request of Antique Tractor and Gas Engines Show to camp overnight in Pawnee Park, Friday and Saturday, June 6 and 7, 2025. (Board of Parks Commissioners recommends approval.)** Resolution No. R25-03 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 6 AND 7, 2025, FOR THE ANTIQUE TRACTOR AND GAS ENGINES SHOW.
- 4.E. Resolution No. R25-04 approving Memorandum of Understanding with Columbus Realty Holdings, LLC for coordination of construction improvements and reimbursable costs on 35th Avenue between 25th and 26th Streets for Concrete Paving Improvements 2025 project.** Resolution No. R25-04 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN COLUMBUS REALTY HOLDINGS LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND THE CITY OF COLUMBUS, NEBRASKA, TO COORDINATE CONSTRUCTION IMPROVEMENTS AND REIMBURSABLE COSTS ON 35TH AVENUE BETWEEN 25TH AND 26TH STREETS FOR THE CONCRETE PAVING IMPROVEMENTS 2025 PROJECT; 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. R25-05 approving agreement with Mike's Towing for towing services.** Resolution No. R25-05 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH MIKES TOWING FOR TOWING SERVICES FROM FEBRUARY 1, 2025, THROUGH JANUARY 31, 2026, 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. R25-06 approving agreement with Behlen Towing LLC for towing services.** Resolution No. R25-06 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, 2025, THROUGH JANUARY 31, 2026, 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.H. Resolution No. R25-07 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., VAN BERG GOLF COURSE PRO SHOP RENOVATIONS, \$2,054.10; BIERMAN CONTRACTING, INC., CENTENNIAL PARK RESTROOM AND CONCESSION, \$48,155.40; NEMAHA SPORTS CONSTRUCTION LLC, PAWNEE PARK BASEBALL FIELD TURF PROJECT, \$249,570.00; NEMAHA SPORTS CONSTRUCTION LLC, PAWNEE PARK BASEBALL FIELD TURF PROJECT, \$224,550.00; NEMAHA SPORTS CONSTRUCTION LLC, PAWNEE PARK BASEBALL FIELD TURF PROJECT, \$158,400; WATTS ELECTRIC COMPANY, LOST CREEK PARKWAY TRAFFIC SIGNALS, \$43,437.60.

4.I. Finance department report.

4.J. Payroll and bills on file. B=Bnd Pymnts; CP=Capt'l Proj; E=Expns; G=Grnts; I=Insrnc; L=Lic; M=Mbrshp; P=Pymt; R=Rfnd; RT=Rent; S=Srv & Supp; T=Trng; 1/31/25 payroll 704,947.69; A to Z Msgng 130.00 S; Ace Hdwr 449.07 S; Adv Auto 85.58 S; Ag Spry Equip 2,858.40 S; J Aldag 28.32 E; Amer Legal 36.00 S; Ameritas 5,640.00 S; Arnold Mtr Sup 3,073.37 S; Auxiant 199,975.06 I; Baird Holm 1,056.00 S; B-D Const 2,054.10 CP; Behlen Twng 1,050.00 S; Bierman Cntrctng 48,155.40 CP; Black Hills 6,427.79 S; R Bogus 179.76 E; Burns & McDnnl 4,992.30 CP; BVH Archtctr 8,436.46 CP; Carolina Sftwr 600.00 S; Casey's Mail Serv 5,087.17 S; CBS Rprtn 9.70 S; Cntrl Prgms 1,169.15 S; Chicago Dist Cntr 44.92 S; Chrome N Steel 232.91 S; Churchich 2,729.30 S; Club Prpht 500.00 S; CNC Rpr 2,549.26 S; Col Chamber 30,000.00 P; Col Crdt Serv 141.70 S; Col Cstm Emb 114.00 S; Col Fam Rsrc Ctr 10,937.84 RT; Core & Main 18,035.88 S; Crnhskr Pwr 473.31 S; Culligan 144.50 S; Daniels Prod 818.08 S; Downey Drilling 3,900.00 S; D Dunbar 7,593.64 P; Eakes 6,585.69 S; Elect Eng 40.80 S; Eller Htg 189.54 S; First Natl Bnk of Omaha 16,019.63 S; Frontier 1,863.90 S; Fun Exprs 631.04 S; Galls 1,231.58 S; Gaver Tire 25.00 S; Gehring Constr 8,702.76 S; Gene Stffy 446.03 S; Golfnow 196.96 S; Grainger 292.50 S; Grt Plns Comm 1,563.36 S; Gunslingers 1,540.55 S; H2 Equip 19.28 S; Hadley-Braitwait 79.90 S; Havana Stone 485.00 S; HD Spply 142.10 S; Hrtlnd Ntrl Gas 16,667.03 S; Hrtlnd Offc Clnrs 520.00 S; HOA Sol 642.00 S; Hobby Lobby 54.28 S; Hotsy Equip 6,295.00 CP; M Howerter MD 1,294.00 S; Hy-Vee 88.77 S; IBM Corp 3,545.90 S; Indelco Plstcs 490.60 S; Ingram Lbry 6,093.51 S; Jackson Serv 2,064.39 S; Keast Ent 43.97 S; Kelly Sup 225.76 S; Kirkham Michael 16,899.23 CP; A Laborde 2,175.00 S; Lakeview Sm Eng 2,093.00 S; Language Ln Serv 404.51 S; Lawson Prod 202.73 S; Lncln Jrnl Str 520.50 S; Loup 98,238.94 S; Lower Loup Ntrl Res 200.81 S; Mailbox 132.40 S; Matheson-Linweld 40.83 S; McIntire Mngmnt 281.97 S; Mech SlS 9,720.00 S; Menards 775.93 S; Mid-State Orgnzd Crm 200.00 M; Mdwst Lab 109.17 S; Mdwst Serv & SlS 7,225.70 S; Mdwst Tape 608.96 S; Mike's Twng 1,500.00 S; Moms & Mops 800.00 S; Mueller Sprnkls 2,978.00 CP; Napa Auto 142.02 S; NE Harvestore 474.95 S; NE Lib

PROCEEDINGS OF CITY COUNCIL

January 20, 2025

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Comm 582.10 S; NE Recreation & Park 250.00 T; NE UC Fnd 5,730.00 P; Nemaha Lnscl 632,520.00 CP; NE NE Econ Dev 1,552.50 G; NE NE Sld Wste 62,589.82; Occ Health 545.00 S; Olson Pest 483.00 S; One Call 156.56 S; One Src 118.00 S; O'Reilly 1,178.27 S; Otis Elev 775.00 S; Paper Tiger 35.00 S; Pete Lien 6,661.68 S; Petty Cash 20.00 S; PK Sfty Sup 213.32 S; Platte Cnty 4,062.00 S; Platte Vily Comm 2,840.50 CP; Power Tech 700.00 S; Psychlgcl Rsrchs 600.00 S; QMC 6,626.16 S; Reardon Lawn 88.00 S; S Riedmiller 30.05 E; Riverside Prtbls 105.00 S; Road Bldrs 7,485.00 CP; Sapp Bros 21,565.60 S; Schieffer Sgns 390.00 S; Schwing Bioiset 132.34 S; Security Equip 3,586.33 S; Serc 19,988.59 B; Sherrill Kffn 15.85 S; Sipple Hansen 2,867.50 S; Snap-on 142.84 S; State Dept of Rev 46,023.64 P; Spr Svr 68.82 S; Sysco 11,376.99 S; Systm Tchnlgy 495.00 S; T-Bone 68.98 S; The Glf Shp 396.24 S; Tire Outlet 927.00 S; TK Elevator 256.76 S; Tractor Sup 124.79 S; Truck Ctr 123.10 S; TY's Outdoor Pwr 1,097.18 S; Univ of NE Med Cntr 163.00 S; UNL Pesticide Sfty 285.00 T; USA Blue Bk 970.78 S; USDA APHIS 1,247.70 S; Utility Srvc 22,897.08 S; C Van Dyke 175.00 S; Vandenberg Elec 1,044.00 S; J Velazquez 24.28 R; Verizon 61.83 S; Verizon Wrks 880.22 S; Vulcan Ind 9,972.00 S; C Wagner 144.00 S; Wst Conn 628.66 S; Watts Elec 43,437.60 CP; Winsupply 352.52 S; World Trade Prs 721.41 S. Total \$2,227,061.73.

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 \$92,345,089 with the city's share of property tax at 16 percent and a decrease to the city's tax levy for the second year in a row. The following were mentioned as significant accomplishments in 2024: completion of Phase 2 of the 23rd Street project, approval of Vitality Village Subdivision and multiple other housing developments, beginning phase of upgrades and expansion to the water utility system, installation of artificial turf at Pawnee Park, reconstruction of Centennial Park restroom and concession building, reconstruction of major arterial and collector roadways to provide safer and better traffic flow, and completion of Lost Creek Parkway sanitary sewer truck line and water transmission line. Major projects planned for 2025 include: replacement and renovation of the US 30/81 Loup River Bridges (state sponsored project), major lift station repairs, installation and reconfiguration of traffic signals on the Lost Creek Parkway at 48th, 33rd, and 18th Avenues, continued work on water utility upgrades, and street rehabilitation and maintenance. Bulkley also noted the city's dedication to continue to improve and maintain both essential and quality of life services to 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.** No public testimony was heard. The public hearing closed with a motion by Bahr and a

second by Lopez. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcón was absent.

7.B. Public hearing - Application from K Herman Development LLC to rezone property at 4075 33rd Avenue (located east of 33rd Avenue between 40th and 42nd Street) from "R1" (Single-Family Residential District) to "B-2" (General Commercial District) and to amend the Future Land Use Map of the Comprehensive Plan. Sue Rieckman, 3204 40 Street, Cristal and Scott Menke, 3968 30 Avenue, Gerri Putnam, 3976 Lost Creek Drive, and Keith Evans, 3981 Lost Creek Drive, adjacent property owners to the proposed development, expressed concerns regarding the following: current traffic and safety issues in their neighborhood as well as 33rd Avenue and 38th Street; additional traffic from this development increasing congestion and significantly impacting safety; the site plans; and water drainage. Council members echoed similar concerns with heavy traffic in the area noting a potential need for another traffic study and discussed possible solutions for slowing down traffic in the Maple Park neighborhood. Bulkley clarified that public safety is important and that the lack of police presence in the area and pedestrian crosswalk issues would be addressed. Vasicek further explained that part of the Safe Streets and Roads for All (SS4A) grant will address traffic concerns in this area as well as improvements along Lost Creek Parkway at 48th, 33rd, and 18th Avenues. Kelby Herman, on behalf of the applicant, explained the next step in the process is to approve site plans for the development which includes five or six two-story buildings with approximately 100-120 units. He stated that K Herman Development is working on the plans with Advanced Consulting Engineering and that water drainage and traffic issues will be addressed. It was also noted that, due to high infrastructure and projects costs, developing single family homes on this parcel would not be cost effective and that this project is not eligible for tax increment financing. The public hearing closed with a motion by Hiemer and a second by Bahr. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcón was absent.

7.B.1. Ordinance No. 25-01 approving rezoning. The rules were suspended and Ordinance No. 25-01 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE COLUMBUS LAND DEVELOPMENT ORDINANCE FOR THE CITY OF COLUMBUS, ZONING CHAPTER, PASSED AND ADOPTED NOVEMBER 18, 2024, AS THE ZONING CODE FOR THE CITY OF COLUMBUS, NEBRASKA, BY ORDINANCE NO. 24-32, AND AS AMENDED THEREAFTER, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: A TRACT OF LAND LOCATED ON PART OF THE SW1/4, SW1/4 OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SW1/4 OF THE SW1/4 OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., RUNNING THENCE EAST 310 FEET; THENCE SOUTH 435 FEET; THENCE WEST 310 FEET; THENCE NORTH 435 FEET TO THE POINT OF BEGINNING, ALL COURSES BEING PARALLEL TO THE WEST OF THE

NORTH LINE OF SW1/4, SW1/4, AND A TRACT OF LAND LOCATED IN THE SW1/4, SW1/4 OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SW1/4, SW1/4 OF SAID SECTION 7, SAID POINT BEING 310.00 FEET EAST OF THE NORTHWEST CORNER OF THE SW1/4, SW1/4 OF SAID SECTION 7; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF THE SW1/4, SW1/4 OF SAID SECTION 7, A DISTANCE OF 435.0 FEET TO A POINT; THENCE EAST AND PARALLEL TO THE NORTH LINE OF THE SW1/4, SW1/4 OF SAID SECTION 7, A DISTANCE OF 966.17 FEET MORE OR LESS, TO A POINT ON THE EAST LINE OF THE SW1/4, SW1/4 OF SAID SECTION 7; THENCE NORTH ON THE EAST LINE OF THE SW1/4, SW1/4 OF SAID SECTION 7, A DISTANCE OF 435.00 FEET TO THE NE CORNER OF THE SW1/4, SW1/4 OF SAID SECTION 7; THENCE WEST ALONG THE NORTH LINE OF THE SW1/4, SW1/4 OF SAID SECTION 7, A DISTANCE OF 965.53 FEET MORE OR LESS TO THE POINT OF BEGINNING AND CONTAINING 9.65 ACRES, MORE OR LESS, TOGETHER WITH A TRACT OF LAND IN THE SW1/4, SW1/4 OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NE CORNER OF LOT 16, BLOCK "B", MAPLE PARK 3RD ADDITION TO THE CITY OF COLUMBUS; THENCE NORTH ALONG THE EAST LINE OF THE SW1/4, SW1/4, A DISTANCE OF 300.92 FEET; THENCE SW'LY ALONG THE NORTH LINE OF BLOCK "B", MAPLE PARK 3RD ADDITION AS EXTENDED TO THE NE CORNER OF LOT 4 OF SAID BLOCK "B", 296.13 FEET; THENCE SE'LY ALONG THE EAST LINE OF SAID LOT 4 AND LOT 5, BLOCK "B", MAPLE PARK 3RD ADDITION, 132.33 FEET; THENCE SE'LY ALONG THE EAST LINE OF LOTS 5, 6, AND 14 OF SAID BLOCK "B", 172.39 FEET TO THE NW CORNER OF LOT 15 OF SAID BLOCK "B"; THENCE SE'LY ALONG THE NORTH LINE OF SAID LOT 15, 158.63 FEET TO THE POINT OF BEGINNING, CONTAINING 1.5 ACRES, MORE OR LESS, FROM THE PRESENT ZONING CLASSIFICATION OF "R-1" (SINGLE-FAMILY RESIDENTIAL) TO "B-2" (GENERAL COMMERCIAL DISTRICT); TO AMEND THE ZONING MAP AND THE FUTURE LAND USE MAP WHICH HAVE BEEN ADOPTED AND MADE A PART OF SAID CITY OF COLUMBUS, NEBRASKA LAND DEVELOPMENT ORDINANCE TO SHOW SAID REZONING AND RECLASSIFICATION; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Hiemer and second by Bahr. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent. A motion was made by Hiemer and seconded by Bahr to adopt Ordinance No. 25-01. Lopez voted "Aye" and Bahr, Hiemer, Jablonski, Palensky, Roth, and Schilling voted "Nay". Alarcòn was absent. Motion failed.

- 7.C. Public hearing - Application from K Herman Development LLC for special use permit to allow convenience storage in a "B-2" (General Commercial District) zone located east of 33rd Avenue between 40th and 42nd Street.** Due to the failed adoption of Ordinance No. 25-01, the public hearing was removed from the agenda with a motion by Schilling and a second by Hiemer. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.
- 7.C.1. Ordinance No. 25-02 approving special use permit.** Ordinance No. 25-02 was removed from the agenda with a motion by Jablonski and a second by Bahr. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.
- 8. PETITIONS AND COMMUNICATIONS:** None
- 9. REPORTS OF CITY OFFICES:** Finance department report included in Consent Agenda
- 10. REPORTS OF COUNCIL COMMITTEES:**
- 10.A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - January 13, 2025.**
- 10.A.1. Policies and Procedures Manual for Columbus Community Building.** The Public Property, Safety, and Works Committee recommended approval of the Policies and Procedures Manual for the Columbus Community Building. The report was adopted with a motion by Lopez and a second by Schilling. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.
- 10.A.2. Crisis Communications Plan.** The Public Property, Safety, and Works Committee recommended approval of the Crisis Communications Plan. The report was adopted with a motion by Lopez and a second by Schilling. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.
- 10.B. PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE - January 14, 2025.**
- 10.B.1. Municipal Recognition Categories.** The Public Finance, Judiciary, and Personnel Committee recommended approval of the updates to the Municipal Recognition Categories. The report was adopted with a motion by Palensky and a second by Jablonski. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.
- 10.B.2. Strategic Plan 2024-2029.** The Public Finance, Judiciary, and Personnel Committee recommended approval of the Strategic Plan. The report was adopted with a motion by Lopez and a second by Palensky. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.
- 11. REPORTS OF SPECIAL COMMITTEES:** None

12. REPORTS ON LEGISLATION: None

13. NEW BUSINESS:

13.A. Appointment of Brett Rains to Downtown Business Improvement Board to fill unexpired term of Lindsay Thomson. Rains thanked the council for the opportunity to serve. The mayor's appointment of Brett Rains to the Downtown Business Improvement Board was ratified with a motion by Bahr and a second by Schilling. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.

13.B. Appointment of Nicole Lindhorst to Downtown Business Improvement Board for three-year term. The mayor's appointment of Nicole Lindhorst to the Downtown Business Improvement Board was ratified with a motion by Bahr and a second by Roth. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.

13.C. Quote from Snap-on Industrial in the amount of \$29,180.02 for tools and equipment for central maintenance facility. CIP #25-23 The quote from Snap-on Industrial for tools and equipment was accepted with a motion by Roth and a second by Hiemer. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.

13.D. Quote from Van Wall Equipment, Inc. in the amount of \$27,870 for two greens brushes and two greens rollers for golf department. CIP #25-13, 14 The quote from Van Wall Equipment, Inc. for two brushes and two rollers was accepted with a motion by Jablonski and a second by Palensky. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.

13.E. Quote from Nelson Systems, Inc. in the amount of \$29,759.90 for voice recorder for joint communications center. Pensick confirmed that this is a budgeted item that will be reimbursed by set-aside funds. The quote from Nelson Systems, Inc. for a voice recorder was accepted with a motion by Palensky and a second by Bahr. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.

13.F. Quotes from Motorola Solutions and Electronic Engineering in the total amount of \$13,973.50 for radio system upgrades for police department. CIP #21-01 The quotes from Motorola Solutions and Electronic Engineering for radio system upgrades was accepted with a motion by Jablonski and a second by Bahr. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.

13.G. Quote from Jones Automotive in the amount of \$30,258.68 for vehicle equipment and installation for police department. CIP #21-05, 06, 07 The quote from Jones Automotive for vehicle equipment and installation was accepted with a motion by Bahr and a second by Lopez. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.

- 13.H. Purchase from InVeris Training Solutions in the amount of \$96,700 for virtual firearms and de-escalation simulator for police department. CIP #25-33** The purchase from InVeris Training Solutions, Inc. for virtual firearms and de-escalation simulator was approved with a motion by Jablonski and a second by Lopez. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”. Alarcòn was absent.
- 13.I. Change meeting dates and times for Public Property, Safety, and Works Committee and Public Finance, Judiciary, and Personnel Committee.** A motion to change the committee meetings to the 1st and 3rd Monday each month as needed was made by Hiemer and seconded by Jablonski. Bahr, Hiemer, Jablonski, Lopez, Palensky, and Schilling voted “Aye” and Roth voted “Nay”. Alarcòn was absent.
- 13.J. Comments from mayor and city council members.** Bulkley announced that snow removal plans and procedures are available on the City’s website.
- 14. RESOLUTIONS:**
- 14.A. Resolution No. R25-08 approving renewal of Commercial Operator Agreement with Best Air LLC.** Resolution No. R25-08 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A LEASE RENEWAL AGREEMENT WITH COMMERCIAL OPERATOR BEST AIR LLC, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AUTHORIZING THE MAYOR OF THE CITY OF COLUMBUS TO EXECUTE THE SAME; AND, TO REPEAL ALL RESOLUTIONS IN CONFLICT HEREWITH was adopted with a motion by Schilling and a second by Bahr. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”. Alarcòn was absent.
- 14.B. Resolution No. R25-09 approving contract with Gehring Construction and Ready-Mix Co., Inc. in the amount of \$2,540,815.10 and Change Order No. 1 to decrease the total by \$186,152.50 for a revised contract price of \$2,354,662.60 for Concrete Paving Improvements 2025 and 11th Street Sidewalk Improvements CDBG 23-DTR-003.** Resolution No. R25-09 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AWARDED CONTRACT TO GEHRING CONSTRUCTION AND READY-MIX CO., INC. FOR THE BASE BID AND ADDITIONAL PROJECTS 1 THROUGH 3 IN THE AMOUNT OF \$2,540,815.10 AND APPROVE CHANGE ORDER NO. 1 TO DECREASE THE TOTAL BY \$186,152.50 FOR A REVISED CONTRACT PRICE OF \$2,354,662.60 FOR CONCRETE PAVING IMPROVEMENTS 2025 AND 11TH STREET SIDEWALK IMPROVEMENTS CDBG 23-DTR-003 was adopted with a motion by Lopez and a second by Roth. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted “Aye” and none voted “Nay”. Alarcòn was absent.
- 14.C. Resolution No. R25-10 approving professional services agreement with HDR Engineering, Inc. in the amount of \$499,998 for Safe Streets and**

- Roads for All project. CIP #25-24** Bogus explained that a key part of developing the Comprehensive Safety Action Plan is to conduct a study in order to identify which streets and corridors in Columbus require safety and traffic improvements. Once the study is complete and a plan is established, the city would then qualify for SS4A implementation grants to address those issues. Resolution No. R25-10 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT WITH HDR ENGINEERING, INC. IN THE AMOUNT OF \$499,998 FOR COMPREHENSIVE SAFETY ACTION PLAN FOR THE SAFE STREETS AND ROADS FOR ALL 2025 PROJECT, A COPY OF WHICH IS ATTACHED HERETO; 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 Palensky and a second by Lopez. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.
- 14.D. Resolution No. R25-11 adopting the Policies and Procedures Manual for the Columbus Community Building.** Resolution No. R25-11 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING THE "COLUMBUS COMMUNITY BUILDING POLICIES & PROCEDURES"; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Roth and a second by Lopez. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.
- 14.E. Resolution No. R25-12 adopting the Crisis Communications Plan for the City of Columbus.** Resolution No. R25-12 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING THE "CRISIS COMMUNICATION PLAN"; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Lopez and a second by Bahr. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.
- 14.F. Resolution No. R25-13 amending the Municipal Recognition Program for the City of Columbus.** Resolution No. R25-13 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE "MUNICIPAL RECOGNITION PROGRAM"; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH was adopted with a motion by Hiemer and a second by Jablonski. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.

PROCEEDINGS OF CITY COUNCIL

January 20, 2025

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15. **ORDINANCES ON FIRST READING:** None
16. **ORDINANCES ON SECOND READING:** None
17. **ORDINANCES ON THIRD READING:** None
18. **CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda.
19. **UNFINISHED BUSINESS:** None
20. **ADJOURNMENT:** The meeting adjourned at 7:23 p.m.

Presented and approved this 3rd day of February 2025.

OFFICE OF THE CITY CLERK
: Shuraya Choat

4.B. Minutes of January 20, 2025, Community Development Agency meeting.

COMMUNITY DEVELOPMENT AGENCY
January 20, 2025

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 20, 2025, at 7:25 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 2, 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 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 Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, AJ Palensky, Prent Roth, and Ron Schilling. Council member Cynthia Alarcòn was absent and excused. City staff members included City Administrator Tara Vasicek, City Attorney Gene Schumacher, City Clerk Shuraya Choat, City Engineer Rick Bogus, Police Chief Charles Sherer, Police Captain Todd Thalken, Chief Building and Code Official Andy Woehrer, Project Engineer Braden Labenz, and Communications Manager Matt Lindberg.
- 2. Resolution No. R25-14 approving a contract with Rief Development LLC for the Innate Concepts Redevelopment Project.** Andrew Toupin on behalf of Innate Concepts, explained that the project is still in the design phase with construction expected to begin in late March or early April. Resolution No. R25-14 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT CONTRACT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY RIEF DEVELOPMENT, LLC, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE INNATE CONCEPTS REDEVELOPMENT PROJECT " was adopted with a motion by Jablonski and second by Lopez. Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Alarcòn was absent.
- 3. Adjournment:** The meeting adjourned at 7:28 p.m.

Presented and approved this 3rd day of February 2025.

OFFICE OF THE CITY CLERK
: Shuraya Choat

4.C. Minutes of January 21, 2025, Civil Service Commission meeting certifying police officer candidates Zachary Craig, Hector Adame Molina, and Andres Velazquez.

CIVIL SERVICE COMMISSION MINUTES

January 21, 2025

A meeting of the Columbus Civil Service Commission was convened in open and public session on Tuesday, January 21, 2025 at 4:45 p.m. in the Conference Room at the Police Station.

Notice of this meeting was given in advance thereof by public posting in City Hall, Platte County Courthouse, and Columbus Public Library on December 18, 2024. Availability of the agenda was communicated in the advance notice and in the notice to the Columbus Civil Service Commission of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:

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

Present were members, Chris Steinke, Jessica Caban, Logan Bronson and Russ Strehle. Member Troy Loeffelholz was absent. The minutes from the November 18, 2024 meeting were approved with a motion by Strehle and a second by Steinke with all members voting "Aye".

The purpose of the meeting was to interview three applicants for the position of Police Officer and agree if the candidates would be certified to the appointing authority as qualified for the position of Police Officer for one year.

Following discussion, a motion was made by Steinke and seconded by Caban to certify to the Mayor and City Council, the applicants Zachary Craig, Hector Adame Molina, and Andres Velazquez. The motion passed unanimously.

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

Respectfully submitted,

Tammy Orender
Civil Service Commission Secretary

4.D. Resolution No. R25-15 approving lease agreement with Loup River Public Power District for use of an "H" beacon for Columbus Municipal Airport.

RESOLUTION NO. R25-15

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

WHEREAS, the 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 the 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 _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM BY:

CITY ATTORNEY

LEASE AGREEMENT

This Agreement made this 3 day of February, 2025, 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 (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 36, Township 18 North, Range 1 West of the 6th 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, 2025, 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 _____, 2025, 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

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

DRAFT

RESOLUTION NO. R25-16

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN UPDATED “ADMINISTRATIVE SERVICES AGREEMENT” WITH THE INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, since 2023 the City of Columbus has used the International Association of Plumbing and Mechanical Officials (IAPMO) for an online process to allow plumbers to register and take either the journeyman or master exam to become licensed plumbers; and

WHEREAS, IAPMO has updated their service agreement, and the new agreement needs to be approved by the City in order to continue using this service; and

WHEREAS, a copy of the updated “Administrative Services Agreement” is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the updated “Administrative Services Agreement” with the International Association of Plumbing and Mechanical Officials, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved; and, the Mayor is hereby authorized, directed, and empowered to the same on behalf of the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



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

Memorandum

DATE: January 24, 2025
FROM: Andy Woehrer, Chief Building and Code Official
TO: Tara Vasicek, City Administrator
RE: Updating Administrative Service Agreement with the International Association of Plumbing and Mechanical Officials (IAPMO)

Recommendation:

I recommend approval for the IAPMO service agreement changes

Discussion:

The City of Columbus has been under contract with IAPMO to facilitate an online process for plumbers to register and take the Uniform Plumbing Code journeyman and master exam. Currently, the exam fee is set at \$125.00. The proposed change is to update the exam fee to \$140.00, or current IAPMO fee schedule. This adjustment will eliminate the need for a resolution or amendments each time IAPMO updates its fees.

Signature:

By: Andy J. Woehrer

Approved By: [Signature]

ADMINISTRATIVE SERVICES AGREEMENT

This contract is made and entered by and between City of Columbus, Nebraska (Columbus) and International Association of Plumbing and Mechanical Officials (“IAPMO” or “Contractor”) for the development and administration of the following IAPMO License Examinations.

It is the intention of the parties for this contract to have IAPMO provide license exam development and administration services for the following exams subject to the terms and conditions stated in this contract: contract:

1. Journeyman Plumber
2. Master Plumber

1. IAPMO SCOPE OF WORK

1.1 IAPMO shall Provide exam development and maintenance services by:

- 1.1.1 Developing a Journeyman Plumbing and a Master Plumbing license exam based on IAPMO’s standard license testing breakdowns and the Uniform Plumbing Code.
- 1.1.2 Making each exam available as an internet-based exam.
- 1.1.3 Monitoring exam statistics for overall exam and exam item performance and revising, removing, or replacing items found to be faulty.
- 1.1.4 Reviewing any exam challenges from examinees for merit and making any necessary score and/or result adjustments pertaining to relevant examinees.
- 1.1.5 Updating the Journeyman and Master Plumbing license exams to new versions of the Uniform Plumbing Code within 120 days of the code going into effect in the City of Columbus.

1.2 Provide exam administration services by:

- 1.2.1 Creating an online registration portal for candidates to register and pay for exams.
- 1.2.2 Providing information to approved and registered candidates on how to access and take their exam(s).
- 1.2.3 Grading exams.
- 1.2.4 Providing periodic reports at agreed upon intervals to the City of Columbus regarding the outcomes of exams.
- 1.2.5 Providing reasonable ADA accommodations for examinees, upon request, verification of disability, and approval of the department head

2. Columbus SCOPE OF WORK

- 2.1 Communicate to IAPMO the name and any other appropriate identifying information of candidates approved to take a Journeyman or Master license exam.
- 2.2 Inform IAPMO if new editions of the code are adopted and the date upon which the new code becomes effective.

2.3 Guide candidates, approved by Columbus, to the registration portal to take their exam.

3. INTELLECTUAL PROPERTY

Columbus acknowledges and agrees that the exam materials and all materials provided by IAPMO are and shall remain the exclusive property of IAPMO and no license or interest is granted to Columbus.

4. FEES

4.1 All fees to be collected from testing candidates and kept by IAPMO.

4.2 IAPMO agrees to set the exam fees at \$140, or current IAPMO fee schedule, for the internet-based exams.

4.3 IAPMO will collect a one-time set up fee of \$250 from Columbus prior to exam set up.

5. NOTICES

Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to the other party if served either personally or if deposited in international express mail, postage prepaid. Notices delivered personally shall be deemed communicated as of actual receipt. If such is given by mail, such shall be conclusively deemed given five (5) days after mailing with respect to the United States domestic mail and fifteen (15) days after mailing with respect to notices mailed from foreign countries to addresses in the United States to the party to whom such notice, demand or other communication is to be given at the address set forth below. Any party hereto may change its address for the purpose of receiving notices, demand and other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto.

If to IAPMO:

Tony Marcello
Senior Vice President of Training and Credentialing Services
18927 Hickory Creek Drive, Suite 220
Mokena, IL 60448
708.995.3002
Tony.Marcello@IAPMO.org

If to Columbus:

City of Columbus Chief Building and Code Official
2424 14th Street
P.O. Box 1677
Columbus, NE 68602
402-562-4239

6. INDEMNIFICATION

IAPMO agrees to indemnify and hold harmless Columbus for any and all claims, demands, liability, attorney fees, or costs of any kind, not otherwise addressed in this contract, arising out of IAPMO's responsibility under this contract. In the event Columbus is named in a lawsuit or administrative proceeding containing claims involving the examination and certification procedures, IAPMO shall have a duty to defend Columbus in addition to the obligation to indemnify and hold Columbus harmless for any liability. Columbus agrees to indemnify and hold harmless IAPMO for any and all claims, demand, liability, attorney fees, or costs of any kind, not otherwise addressed in this contract, arising out of Columbus's responsibilities under this contract. In the event IAPMO is named in a lawsuit or administrative proceeding containing claims involving the services provided by Columbus, Columbus shall have the duty to defend IAPMO in addition to the obligation to indemnify and hold IAPMO harmless for any liability.

7. GOVERNING LAW

The parties agree that the laws of the State of Nebraska shall apply to any dispute arising out of this Agreement. The Parties shall submit to personal jurisdiction and subject matter jurisdiction of the State of Nebraska in Platte County for any dispute between the Parties. To the extent possible, the Parties waive their rights to a jury trial.

8. TERM OF CONTRACT

The term of this Agreement will be for an initial period of two (2) years from the date of this agreement (defined herein below). This Agreement will automatically renew for two (2) year periods unless terminated by either party pursuant to section 9 Termination below. ("Renewal Term").

9. TERMINATION

This Agreement may be terminated for material breach by any of the parties, upon 21 days written notice to the other party setting forth the nature of the breach, unless the breach is cured within such 21-day period. This Agreement may be terminated by either party upon 90 days written notice. Upon the termination of this Agreement, neither party to this Agreement shall be released or discharged from any obligation debt or liability which has previously accrued and remains to be performed on the date of termination.

10. ENTIRE AGREEMENT, MODIFICATIONS AND WAIVER

This Agreement is a complete and exclusive statement of the agreement between the parties. This Agreement supersedes all prior proposals and understandings, oral or written, and may be amended only by a written document executed by both parties. Failure by either party to enforce any provision of this Agreement should not be deemed a waiver of that provision or of any other provision of this Agreement.

11. FORCE MAJEURE

Neither IAPMO nor Columbus will be responsible for any delay or failure in performance, except for an accrued obligation of payment, resulting from acts of God or government authorities, natural disasters, acts of terrorism, disaster, strikes, civil disorder, pandemic, war in the United States, or other emergencies beyond a party's reasonable control making it commercially impracticable, illegal, or impossible for such party to perform its obligations.

12. EFFECTIVENESS; DATE

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

Each party is signing this agreement on the date stated under that party's printed name.

ATTEST:

"IAPMO"
**International Association of Plumbing and
Mechanical Officials**

By: _____
David Viola
Chief Executive Officer

Date: _____

ATTEST:

"Columbus"
City of Columbus

By: _____
Mayor

Date: _____

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4.3 IAPMO will collect a one-time set up fee of \$250 from Columbus prior to exam set up.

~~4.4 Any change in the Fee schedule shall be an amendment to this contract agreed to and signed by both parties.~~

5. NOTICES

Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to the other party if served either personally or if deposited in international express mail, postage prepaid. Notices delivered personally shall be deemed communicated as of actual receipt. If such is given by mail, such shall be conclusively deemed given five (5) days after mailing with respect to the United States domestic mail and fifteen (15) days after mailing with respect to notices mailed from foreign countries to addresses in the United States to the party to whom such notice, demand or other communication is to be given at the address set forth below. Any party hereto may change its address for the purpose of receiving notices, demand and other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto.

If to IAPMO:

Tony Marcello
Senior Vice President of Training and Credentialing Services
18927 Hickory Creek Drive, Suite 220
Mokena, IL 60448
708.995.3002
Tony.Marcello@IAPMO.org

If to Columbus:

~~Andy Woehrer~~City of Columbus Chief Building and Code Official
2424 14th Street
P.O. Box 1677
Columbus, NE 68602
402-562-4239
~~Andy.woehrer@columbusne.us~~

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9. TERMINATION

This Agreement may be terminated for material breach by any of the parties, upon 21 days written notice to the other party setting forth the nature of the breach, unless the breach is cured within such 21-day period. This Agreement may be terminated by either party upon 90 days written notice. Upon the termination of this Agreement, neither party to this Agreement shall be released or discharged from any obligation debt or liability which has previously accrued and remains to be performed on the date of termination.

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This Agreement is a complete and exclusive statement of the agreement between the parties. This Agreement supersedes all prior proposals and understandings, oral or written, and may be amended only by a written document executed by both parties. Failure by either party to enforce any provision of this Agreement should not be deemed a waiver of that provision or of any other provision of this Agreement.

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Neither IAPMO nor Columbus will be responsible for any delay or failure in performance, except for an accrued obligation of payment, resulting from acts of God or government authorities, natural disasters, acts of terrorism, disaster, strikes, civil disorder, pandemic, war in the United States, or other emergencies beyond a party's reasonable control making it commercially impracticable, illegal, or impossible for such party to perform its obligations.

12. EFFECTIVENESS; DATE

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Each party is signing this agreement on the date stated under that party's printed name.

ATTEST:

"IAPMO"
**International Association of Plumbing and
Mechanical Officials**

By: _____
David Viola
Chief Executive Officer

Date: _____

ATTEST:

"Columbus"
City of Columbus

By: _____
~~Andy Woehrer~~ James Bulkley
Mayor

Date: _____

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

RESOLUTION NO. R25-17

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT: NEMAHA SPORTS CONSTRUCTION LLC, PAWNEE PARK BASEBALL FIELD TURF PROJECT, \$173,269.80.

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:

Nemaha Sports Construction, LLC	Pawnee Park Turf Project	\$173,269.80
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that the respective special engineer has prepared and filed with the city clerk a certificate of progress respecting said improvements, copies of which are attached and are hereby incorporated herein by reference and made a part hereof as if fully set forth herein; and that pursuant to said contract, the plans, specifications, and said certificate of progress, there is due the respective contractor on account the amount as set forth in the attached.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Columbus
2424 S 14th Street
Columbus, NE 68602-167

PROJECT: Columbus Pawnee Park Baseball

APPLICATION NO: 5
PERIOD TO: 1/31/2025

DISTRIBUTION
TO:
OWNER
ARCHITECT
CONTRACTOR

FROM (CONTRACTOR): Nemaha Sports Construction LLC
541 S 1st ST
Lincoln, NE 68508

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: Pawnee Park Baseball Field Conversion

CONTRACT DATE: 8/19/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

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

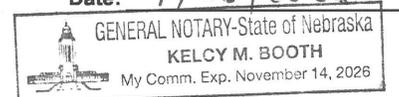
Table with 2 columns: Description and Amount. Rows include: 1. ORIGINAL CONTRACT SUM (\$1,413,000.00), 2. Net Change by Change Orders (\$2,102.00), 3. CONTRACT SUM TO DATE (\$1,415,102.00), 4. TOTAL COMPLETED AND STORED TO DATE (\$1,412,102.00), 5. RETAINAGE (a. 10.00% of Completed Work \$141,210.20; b. 0.00% of Stored Material \$0.00; Total retainage \$141,210.20), 6. TOTAL EARNED LESS RETAINAGE (\$1,270,891.80), 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (\$1,097,622.00), 8. CURRENT PAYMENT DUE (\$173,269.80), 9. BALANCE TO FINISH, INCLUDING RETAINAGE (\$144,210.20).

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

CONTRACTOR: Nemaha Sports Construction LLC
541 S 1st ST Lincoln, NE 68508

By: [Signature]

Date: 1/23/2025



State of: NE

County of: Lancaster

Subscribed and Sworn to before me this 23rd Day of January 20 25

Notary Public: [Signature]

My Commission Expires: 11/14/26

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 173,269.80

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

ARCHITECT: Richard J. Bogue
By: [Signature]

Date: 1-23-2025

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

Table with 3 columns: CHANGE ORDER SUMMARY, ADDITIONS, DEDUCTIONS. Rows include: Total changes approved in previous months by Owner (0.00, 0.00), Total approved this Month (2,102.00, 0.00), TOTALS (2,102.00, 0.00), NET CHANGES by Change Order (2,102.00, 0.00).

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Columbus
 2424 S 14th Street
 Columbus, NE 68602-167

PROJECT: Columbus Pawnee Park Baseball

APPLICATION NO: 5
PERIOD TO: 1/31/2025

DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): Nemaha Sports Construction LLC
 541 S 1st ST
 Lincoln, NE 68508

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Pawnee Park Baseball Field Conversion

CONTRACT DATE: 8/19/2024

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Mobilization	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	2,000.00
2	Bonds & Insurance	14,000.00	14,000.00	0.00	0.00	14,000.00	100.00	0.00	1,400.00
3	Survey & Testing	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	2,000.00
4	General Conditions	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00	0.00	7,500.00
5	SWPPP/Access	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00	0.00	1,200.00
6	Earthwork	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00	0.00	7,500.00
7	Laser & Spoils	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00	0.00	2,000.00
8	Subdrainage	142,000.00	142,000.00	0.00	0.00	142,000.00	100.00	0.00	14,200.00
9	Aggregate Base & Nailer	298,000.00	298,000.00	0.00	0.00	298,000.00	100.00	0.00	29,800.00
10	Curbs	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00	0.00	6,000.00
11	Mounds/Athletic Equipment	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00	0.00	2,200.00
12	Synthetic Turf	640,000.00	449,580.00	190,420.00	0.00	640,000.00	100.00	0.00	64,000.00
13	Site Cleaning/Restoration	15,000.00	12,000.00	0.00	0.00	12,000.00	80.00	3,000.00	1,200.00
14	CO: Logo	2,102.00	0.00	2,102.00	0.00	2,102.00	100.00	0.00	210.20
REPORT TOTALS		\$1,415,102.00	\$1,219,580.00	\$192,522.00	\$0.00	\$1,412,102.00	99.79	\$3,000.00	\$141,210.20

4.G. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02359 02/04/2025	911 CUSTOM LLC INVOICE	58519	BLACKINTON B957 RHODIUM BADGE	22.15	
			Total:	22.15	
			Net of 1 Invoices / 0 Checks	22.15	
00116 02/04/2025	ACE HARDWARE & GARDEN CNT INVOICE	209480/5	TOOLS	208.90	
02/04/2025	INVOICE	209493/5	METAL CUT WHEEL	10.99	
02/04/2025	INVOICE	209495/5	DRILLBIT	56.99	
02/04/2025	INVOICE	209384/5	PAINT MIXER SPIRAL	8.99	
02/04/2025	INVOICE	209393/5	HEX BUSHINGS, NIPPLE GALV	17.54	
02/04/2025	INVOICE	209412/5	SINK TAIL PIECE	16.99	
02/04/2025	INVOICE	209419/5	BAGS 55 GAL	27.98	
02/04/2025	INVOICE	209438/5	ELEC TAPE, BATTERIES, KNIFE BLADES, TOOL BI	51.53	
02/04/2025	INVOICE	209457/5	NUTS, BOLTS, SCREWS	18.08	
02/04/2025	INVOICE	209511/5	ALL PLASTICS BONDING SYS	5.59	
02/04/2025	INVOICE	209516/5	HOSE ADAPT, MASKING TAPE	17.77	
02/04/2025	INVOICE	209526/5	BATTERIES C 8PK	21.39	
02/04/2025	INVOICE	209564/5	ZEP TUB & TILE CLEANER, EXTENSION TUBE, AA 1	33.17	
			Total:	495.91	
			Net of 13 Invoices / 0 Checks	495.91	
00180 02/04/2025	ADVANCE AUTO PARTS INVOICE	5606436217302	GASKET MAKER	19.99	
02/04/2025	INVOICE	5606502361197	CREDIT - GASKET MAKER	(19.99)	
02/04/2025	INVOICE	5606431769686	CAT SYSTEM	747.00	
02/04/2025	INVOICE	5606431869702	CREDIT - CAT SYSTEM	(747.80)	
02/04/2025	INVOICE	5606501761070	HEATER CORE REMOVAL TOOL	6.59	
			Total:	5.79	
			Net of 5 Invoices / 0 Checks	5.79	
11115 02/04/2025	ALL SEASONS AESTHETICS LLC INVOICE	1.13.2025	CHRISTMAS LIGHTING FRANKFORT SQUARE	930.00	
			Total:	930.00	
			Net of 1 Invoices / 0 Checks	930.00	
11185 02/04/2025	ALLO COMMUNICATONS INVOICE	2034309	TELEPHONE - SOUTH FIRE STATION 01/24 - 02/2	31.07	
			Total:	31.07	
			Net of 1 Invoices / 0 Checks	31.07	
00559 02/04/2025	ALTEC INDUSTRIES INC INVOICE	51584060	UNIT WILL NOT RAISE LOWER ARM - VIN #5154	760.50	
			Total:	760.50	
			Net of 1 Invoices / 0 Checks	760.50	
10561 02/04/2025	ARNOLD MOTOR SUPPLY INVOICE	78NV133884	CALIPER W/BACKET	113.98	
02/04/2025	INVOICE	78CR015569	CREDIT - CORE	(46.00)	
02/04/2025	INVOICE	78NV133905	BRAKE HYDRAULIC HOSE	21.10	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/04/2025	INVOICE	78CR015525	CREDIT - CABIN AIR FILTER	(8.81)	
02/04/2025	INVOICE	78CR015504	CREDIT - CHANGEOVER	(7,010.59)	
02/04/2025	INVOICE	78NV133827	12V 775 SERIES BATTERY	190.69	
02/04/2025	INVOICE	78CR015560	CREDIT - CORE	(24.00)	
02/04/2025	INVOICE	78NV133689	AIR FILTER, OIL FILTER	17.61	
02/04/2025	INVOICE	78NV133511	STT LAMP RED 4IN HI COUNT LED	15.50	
02/04/2025	INVOICE	78NV133577	TRUCK SPRAY WASH CABINET	6,999.00	
02/04/2025	INVOICE	78NV133597	COOLANT CONNECTOR INLET/OUTLET, COOLANT HOSI	64.19	
02/04/2025	INVOICE	78NV133516	AIR, CABIN, OIL FILTERS	30.81	
02/04/2025	INVOICE	78NV132367	BRAKE SPRING BAR	24.99	
02/04/2025	INVOICE	78NV133391	BRAKLEEN, GREASE TUBE, RAVEN NITRILE	52.51	
02/04/2025	INVOICE	78NV133375	AIR FILTERS, BREATHER ELEMENT, CABIN AIR FI.	212.40	
02/04/2025	INVOICE	78NV133399	AIR FILTER, OIL FILTER	21.86	
02/04/2025	INVOICE	78NV133311	NOS INLET DIESEL PARTICULATE FILTER	690.61	
02/04/2025	INVOICE	78NV133031	AIR FILTER, OIL FILTER	18.71	
02/04/2025	INVOICE	78NV132778	AIR & OIL FILTERS, PM 0W20 SYN	64.66	
02/04/2025	INVOICE	78NV133374	AIR, OIL, FUEL, CABIN AIR, F/W SEPARATOR HYI	2,415.73	
02/04/2025	INVOICE	78NV134293	AIR FILTER	33.65	
02/04/2025	INVOICE	78NV134333	50' 2/0 AWG RED STARTER, BATTERY CABLE LUG	94.70	
02/04/2025	INVOICE	78NV134337	BATTERY SWITCH	142.94	
02/04/2025	INVOICE	78NV134369	AIR FILTER	33.65	
02/04/2025	INVOICE	78CR015632	CREDIT - TRL SPRAY WASH CABINET	(6,999.00)	
02/04/2025	INVOICE	78NV134325	TRK SPRAY WASH CABINET	6,999.00	
02/04/2025	INVOICE	78NV134015	OIL FILTER, AIR FILTER, PM 5W20 SYN	55.84	
02/04/2025	INVOICE	78NV132526	AIR HOSE	22.22	
02/04/2025	INVOICE	78NV076940	CREDIT - INVOICE PAID TWICE	(25.61)	
Total:				4,222.34	
Net of 29 Invoices / 0 Checks				4,222.34	
10663	AUXIANT				
02/04/2025	INVOICE	1232025FLEX	FLEX FUNDING	2,221.33	
02/04/2025	INVOICE	1232025HEALTH	HEALTH FUNDING	60,248.31	
02/04/2025	INVOICE	1302025HEALTH	HEALTH FUNDING	45,435.55	
02/04/2025	INVOICE	1302025FLEX	FLEX FUNDING	9,437.01	
02/04/2025	INVOICE	1.15.2025	STOPLOSS PREMIUM, FEES	59,730.19	
Total:				177,072.39	
Net of 5 Invoices / 0 Checks				177,072.39	
02706	AXON ENTERPRISE INC.				
02/04/2025	INVOICE	INUS315632	SAFETY GLASSES, CLEANING KIT, CARTRIDGE, TR	1,976.60	
Total:				1,976.60	
Net of 1 Invoices / 0 Checks				1,976.60	
01315	BENESCH ALFRED & COMPANY				
02/04/2025	INVOICE	307936	LIFT STATION #15 WESTBROOK	2,764.36	
Total:				2,764.36	
Net of 1 Invoices / 0 Checks				2,764.36	
11132	BERGANKDV LLC				
02/04/2025	INVOICE	1246764	PROGRESS BILLING FOR AUDIT	25,000.00	
Total:				25,000.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	25,000.00	
00917 02/04/2025	BLACKSTONE PUBLISHING INVOICE	2183719	CD'S	140.77	
			Total:	140.77	
			Net of 1 Invoices / 0 Checks	140.77	
00337 02/04/2025	BOMGAARS INVOICE	35451358	SNOWBRUSH, SCRAPER, OVERSHOES	139.90	
02/04/2025	INVOICE	35452076	WRENCHES, SOCKET SET, VISE GRIP, HAMMER, PL	117.91	
02/04/2025	INVOICE	35456292	LED BULB	16.99	
02/04/2025	INVOICE	35459521	GLOVES, JACKET	122.93	
02/04/2025	INVOICE	35462277	GAS CYLINDER	12.99	
02/04/2025	INVOICE	35462775	INSERT COUPLING, HOSE CLAMP, PIPE NIPPLE	21.94	
02/04/2025	INVOICE	35462806	SPRAY PAINT	41.97	
02/04/2025	INVOICE	35463385	NIPPLE, HOSE BARB, COUPLING, ELBOW	51.44	
02/04/2025	INVOICE	35465684	GAS CANS	77.98	
02/04/2025	INVOICE	35465723	PUMP UP SPRAYER, GARDEN CULTIVATOR	42.98	
02/04/2025	INVOICE	35466403	DRILL BIT	20.99	
02/04/2025	INVOICE	35465360	GREASE	14.95	
02/04/2025	INVOICE	35452205	DIESEL EXHAUST FLUID, CIRCULAR SAW BLADE	144.96	
02/04/2025	INVOICE	35454582	DOG FOOD	87.98	
02/04/2025	INVOICE	35459238	FILTERS	35.98	
02/04/2025	INVOICE	35463321	RIGHT ANGLE ATTACHMENT	19.99	
			Total:	971.88	
			Net of 16 Invoices / 0 Checks	971.88	
00240 02/04/2025	BOUND TREE MEDICAL LLC INVOICE	85630497	ENDOTRACHEAL TUBE, SUPRAGLOTTIC AIRWAY, SUC	939.35	
02/04/2025	INVOICE	70361821	CREDIT - SHARPS CONTAINER	(215.80)	
02/04/2025	INVOICE	85634484	BULB SYRINGE, ELECTRODES, GLOVES	669.90	
02/04/2025	INVOICE	85634485	SUCTION CATHETER	11.40	
02/04/2025	INVOICE	85625213	STOPCOCK 3 WAY, STAT PADZ	449.70	
			Total:	1,854.55	
			Net of 5 Invoices / 0 Checks	1,854.55	
03018 02/04/2025	BS&A SOFTWARE INVOICE	158312	PAS, COMMUNITY DEVELOPEMENT, FIELD INSPECTI	7,852.00	
			Total:	7,852.00	
			Net of 1 Invoices / 0 Checks	7,852.00	
10626 02/04/2025	CAPITAL ONE - WALMART INVOICE	435500095731	AIR SPRAY, CARPET CLEANER, PUFFS	38.01	
02/04/2025	INVOICE	501000105640	SNACKS, SKINNY POP, MORTON SALT, POWDERED S	65.59	
02/04/2025	INVOICE	501000098175	POWDERED SUGAR DONUTS	12.96	
02/04/2025	INVOICE	501700680209	DRY ERAE, GLADE SPRAY, CHALK, PUFFS, BOUNTY	92.48	
02/04/2025	INVOICE	501000289075	42CT CLASSIC, GV DISH	22.44	
02/04/2025	INVOICE	532763	WHITE BOARD, DRY ERASERS	21.90	
02/04/2025	INVOICE	500900687004	SCO DASH/VNT	26.62	
			Total:	280.00	
			Net of 7 Invoices / 0 Checks	280.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10604 02/04/2025	CASEY'S MAIL SERVICE LLC INVOICE	4340	LIBRARY/MEDIA MAIL	575.70	
			Total:	575.70	
			Net of 1 Invoices / 0 Checks	575.70	
02551 02/04/2025	CENTER FOR MUNICIPAL SOLUTIONS INVOICE	63884-001	COLUMBUS NE IND WEST VERIZON - 308 8TH STREI	725.00	
02/04/2025	INVOICE	56005-002	COLUMBUS NE ATT - 5426 29TH STREET MOD	2,300.00	
			Total:	3,025.00	
			Net of 2 Invoices / 0 Checks	3,025.00	
10795 02/04/2025	CHESTERMAN COMPANY INVOICE	11673014	MONSTER, PEACE TEA	83.62	
			Total:	83.62	
			Net of 1 Invoices / 0 Checks	83.62	
03140 02/04/2025	COLUMBUS AREA CHAMBER OF INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	1,120.00	
			Total:	1,120.00	
			Net of 1 Invoices / 0 Checks	1,120.00	
03141 02/04/2025	COLUMBUS COMMUNITY HOSPITAL INVOICE	10002274	PHARMACY - FIRE DEPARTMENT	410.69	
			Total:	410.69	
			Net of 1 Invoices / 0 Checks	410.69	
00036 02/04/2025	COLUMBUS CUSTOM EMBROIDERY INVOICE	E46627	CLOTHING - VASICEK	38.00	
02/04/2025	INVOICE	E46608	CLOTHING - RUPP	39.00	
			Total:	77.00	
			Net of 2 Invoices / 0 Checks	77.00	
03143 02/04/2025	COLUMBUS TIRE & SERVICE INVOICE	1-33203	REPAIR TIRE	25.00	
			Total:	25.00	
			Net of 1 Invoices / 0 Checks	25.00	
01250 02/04/2025	COMMONWEALTH ELECTRIC COMPANY INVOICE	78787	RECEPTACLE FOR FIREPLACE WALL	1,000.86	
			Total:	1,000.86	
			Net of 1 Invoices / 0 Checks	1,000.86	
02718 02/04/2025	CORE & MAIN LP INVOICE	W314719	RUBBER METER WASHERS	65.00	
02/04/2025	INVOICE	W297657	2 - OMNI+ R2 100CF	1,908.00	
02/04/2025	INVOICE	W288608	24 - 3/4S IPERL 1000G	4,032.00	
02/04/2025	INVOICE	W288691	18 - 1 IPERL 100CF	4,896.00	
02/04/2025	INVOICE	W288756	108 - 510M S/POINT M2	20,304.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/04/2025	INVOICE	W289601	7 - 2" DROP-IN FLG MTR GASKET	12.18	
02/04/2025	INVOICE	W324504	16 - 3/4S IPERL 1000G	2,688.00	
02/04/2025	INVOICE	W324518	16 - 3/4S IPERL 1000G	2,688.00	
Total:				36,593.18	
Net of 8 Invoices / 0 Checks				36,593.18	
03279	DAS STATE ACCOUNTING				
02/04/2025	INVOICE	1464199	MONTHLY NETWORK CHARGES	1,356.79	
02/04/2025	INVOICE	1464150	MONTHLY NETWORK CHARGES	307.20	
Total:				1,663.99	
Net of 2 Invoices / 0 Checks				1,663.99	
03152	DEMCO INC				
02/04/2025	INVOICE	7587523	ECONOMY BOOK BAGS, STICKERS	126.79	
Total:				126.79	
Net of 1 Invoices / 0 Checks				126.79	
03158	EAKES OFFICE SOLUTIONS				
02/04/2025	INVOICE	9078106-0	CENTERPULL PAPER TOWELS	134.52	
02/04/2025	INVOICE	9069862-0	BADGE	28.72	
02/04/2025	INVOICE	9073765-0	2 - BINDERS	32.48	
02/04/2025	INVOICE	9073766-0	CARD, LASER, DISINF WIPES	44.26	
02/04/2025	INVOICE	9073820-0	PAPER, PERFED	549.50	
02/04/2025	INVOICE	9076080-0	FOLDING TABLE	235.93	
02/04/2025	INVOICE	C9066726-0	CREDIT - ENVELOPES	(3,160.00)	
02/04/2025	INVOICE	INV618727	FIRST MONTH PAYMENT, SECURITY DEPOSIT	315.42	
02/04/2025	INVOICE	9073716-0	REBILL FOR 4 BOXES OF ENVELOPES THAT WERE D	2,585.47	
02/04/2025	INVOICE	9076327-0	INDEX TAB, THERMAL POUCH	37.94	
Total:				804.24	
Net of 10 Invoices / 0 Checks				804.24	
11244	EGAN SUPPLY CO				
02/04/2025	INVOICE	395521	MEDIUM NITRILE GLOVES, NATURAL MF TOWELS	367.37	
Total:				367.37	
Net of 1 Invoices / 0 Checks				367.37	
03161	ELECTRICAL ENGINEERING &				
02/04/2025	INVOICE	8758758-00	ELECTRICAL TESTER	209.52	
02/04/2025	INVOICE	8768594-00	GEL 42729	55.18	
02/04/2025	INVOICE	8767200-00	INT T103P	83.69	
Total:				348.39	
Net of 3 Invoices / 0 Checks				348.39	
00169	FRONTIER				
02/04/2025	INVOICE	40256277850209002	NWP 1/30/25 TO 2/28/25	89.52	
Total:				89.52	
Net of 1 Invoices / 0 Checks				89.52	
03172	GALLS LLC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/04/2025	INVOICE	030187360	AWARD BARS	1,613.33	
02/04/2025	INVOICE	030126986	RESERVE UNIFORMS	126.79	
02/04/2025	INVOICE	030126640	A SHIFT REPLACEMENTS	166.23	
02/04/2025	INVOICE	030114240	C SHIFT REPLACEMENT	331.89	
02/04/2025	INVOICE	030113943	C SHIFT REPLACEMENT	108.06	
02/04/2025	INVOICE	030109910	AWARD BARS	558.83	
02/04/2025	INVOICE	029972110	2 - NEW HIRE COATS	204.43	
Total:				3,109.56	
Net of 7 Invoices / 0 Checks				3,109.56	
03174	GEHRING CONSTRUCTION &				
02/04/2025	INVOICE	24183	HOT POUR TAR SEALANT	3,762.00	
02/04/2025	INVOICE	81815	1860 2TH AVE	1,106.00	
02/04/2025	INVOICE	81816	22ND ST & 32ND AVE	1,106.00	
02/04/2025	INVOICE	24187	HOT POUR TAR SEALANT	3,762.00	
Total:				9,736.00	
Net of 4 Invoices / 0 Checks				9,736.00	
02594	GREAT PLAINS BUILDING SUPPLY				
02/04/2025	INVOICE	2501-535885	2X12-10 ACQ TREATED	32.25	
Total:				32.25	
Net of 1 Invoices / 0 Checks				32.25	
02075	GREAT PLAINS COMMUNICATIONS				
02/04/2025	INVOICE	125755 996-426-002	INTERNET 02/02 - 02/28	209.95	
Total:				209.95	
Net of 1 Invoices / 0 Checks				209.95	
02904	GUNSLINGERS LLC				
02/04/2025	INVOICE	26823	3 - STREAMLIGHT TACTICAL LIGHTS	450.00	
02/04/2025	INVOICE	25489	GLOCK RECOIL SPRING ASSEMBLY, TRIGGER SPRAY	56.00	
Total:				506.00	
Net of 2 Invoices / 0 Checks				506.00	
03182	HACH COMPANY				
02/04/2025	INVOICE	14341321	NITRIFICATION INHIBITOR, NUTRIENT BFR SOLN,	1,576.35	
Total:				1,576.35	
Net of 1 Invoices / 0 Checks				1,576.35	
00272	HAWKINS INC				
02/04/2025	INVOICE	6955274	CHEMICALS	4,292.14	
Total:				4,292.14	
Net of 1 Invoices / 0 Checks				4,292.14	
10271	HD SUPPLY				
02/04/2025	INVOICE	847203643	FLOOR CLEANER, EARTHSENSE LINER 13GAL, DETE	66.00	
Total:				66.00	
Net of 1 Invoices / 0 Checks				66.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00150 02/04/2025	HOMETOWN LEASING INVOICE	6	COPIER LEAASE PAYMENT	232.93	
			Total:	232.93	
			Net of 1 Invoices / 0 Checks	232.93	
00415 02/04/2025	HR DIRECT INVOICE	INV17082727	POSTER GUARD 1 YEAR STATE/FED/LOCAL	106.45	
			Total:	106.45	
			Net of 1 Invoices / 0 Checks	106.45	
11285 02/04/2025	INVERIS TRAINING SOLUTIONS INC INVOICE	998012	VR2 TRAINEE SYSTEM	87,030.00	
			Total:	87,030.00	
			Net of 1 Invoices / 0 Checks	87,030.00	
02609 02/04/2025	ISLAND SUPPLY WELDING CO. INVOICE	335426	TUNGSTEN 3/32"	37.50	
02/04/2025	INVOICE	335424	STAINLESS STELL WIRE BRUSH, ER70S2, ER4043	26.78	
02/04/2025	INVOICE	335423	REBEL EMP 205I AC/DC PACKAGE	4,574.00	
			Total:	4,638.28	
			Net of 3 Invoices / 0 Checks	4,638.28	
03199 02/04/2025	JACKSON SERVICES INC INVOICE	5483784	UNIFORMS	252.60	
02/04/2025	INVOICE	5485495	MATS, MOPS, POLISH TOWEL, WINDSHIELD WIPES,	135.72	
02/04/2025	INVOICE	5483785	UNIFORMS	139.53	
02/04/2025	INVOICE	5483791	UNIFORMS	88.25	
02/04/2025	INVOICE	5483792	UNIFORMS	95.96	
02/04/2025	INVOICE	5483793	MAT	3.07	
02/04/2025	INVOICE	5483794	UNIFORMS	26.62	
02/04/2025	INVOICE	5479432	MATS, SHOP TOWELS ORANGE, UNIFORMS	298.45	
02/04/2025	INVOICE	5476605	MATS	65.11	
02/04/2025	INVOICE	5476613	UNIFORMS	25.58	
02/04/2025	INVOICE	5478424	UNIFORMS	75.52	
02/04/2025	INVOICE	5479433	UNIFORMS	139.49	
02/04/2025	INVOICE	5479434	SOAP FOAM - BAG	36.00	
02/04/2025	INVOICE	5479441	MATS, ROLLER TOWELS, UNIFORMS	124.30	
02/04/2025	INVOICE	5479442	UNIFORMS	95.92	
02/04/2025	INVOICE	5479443	MATS, BAR TOWELS, SHOP TOWELS ORANGE	35.59	
02/04/2025	INVOICE	5479444	UNIFORMS	26.58	
02/04/2025	INVOICE	5479446	MOPS, MATS	60.04	
02/04/2025	INVOICE	5481906	BAR MOPS, MICROFIBER TOWELS, APRONS	54.20	
02/04/2025	INVOICE	5481909	UNIFORMS	25.62	
02/04/2025	INVOICE	5481910	UNIFORMS	75.56	
			Total:	1,879.71	
			Net of 21 Invoices / 0 Checks	1,879.71	
00532 02/04/2025	JEO CONSULTING GROUP INC INVOICE	157793	STORM WATER TREATMENT FACILITY BANK STUDY	7,180.00	
			Total:	7,180.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	7,180.00	
00523 02/04/2025	JOHN DEERE FINANCIAL INVOICE	4606567	OIL FILTER, PLUS-50 II OIL, BLADE, V-BELT	316.13	
			Total:	316.13	
			Net of 1 Invoices / 0 Checks	316.13	
03202 02/04/2025	KELLY SUPPLY COMPANY INVOICE	S12301783-0	2 - SUPER BLUE RIBBON V-BELT	38.28	
			Total:	38.28	
			Net of 1 Invoices / 0 Checks	38.28	
10470 02/04/2025	KIESLER POLICE SUPPLY INVOICE	IN253733	PEPPERBALL PROJECTILES	1,243.45	
			Total:	1,243.45	
			Net of 1 Invoices / 0 Checks	1,243.45	
11047 02/04/2025	KINGS III OF AMERICA LLC INVOICE	2943630	VIDEO MONITORING, ELEVATOR PHONES	290.94	
			Total:	290.94	
			Net of 1 Invoices / 0 Checks	290.94	
10586 02/04/2025	KNOWBE4 INC. INVOICE	INV366202	SECURITY AWARENESS TRAINING SUBSCRIPTION	3,478.42	
02/04/2025	INVOICE	INV366212	PHISHER SUBSCRIPTION	1,512.58	
			Total:	4,991.00	
			Net of 2 Invoices / 0 Checks	4,991.00	
01183 02/04/2025	LARM (LEAGUE ASSOCIATION OF INVOICE	4A24100QX3J-0001	CLAIM - SANITARY SEWER BACKUP	464.38	
02/04/2025	INVOICE	112114	ENDORSEMENT #29	33,491.30	
02/04/2025	INVOICE	112356	ENDORSEMENT #15	301.34	
			Total:	34,257.02	
			Net of 3 Invoices / 0 Checks	34,257.02	
02596 02/04/2025	LAWSON PRODUCTS INVOICE	9312163649	CUT-OFF WHEELS, GRND WHEELS	166.47	
			Total:	166.47	
			Net of 1 Invoices / 0 Checks	166.47	
11273 02/04/2025	LEGAL & LIABILITY RISK MANAGEMENT INVOICE	248052	ONLINE-DOCUMENTING THE DEATH SCENE	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
02806 02/04/2025	MACQUEEN EQUIPMENT INVOICE	P14551	DIRT SHOE RUNNERS, S/B SEG HD 4 PK 300FLR	868.02	
02/04/2025	INVOICE	W01218	REPLACE RADIATOR, FIX UNSTRUMENT CLUSTER, O:	18,791.07	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	19,659.09	
			Net of 2 Invoices / 0 Checks	19,659.09	
01501 02/04/2025	MATT FRIEND TRUCK EQUIPMENT INVOICE	0094979-IN	HORIZONTAL DOOR ASSY	986.60	
			Total:	986.60	
			Net of 1 Invoices / 0 Checks	986.60	
00083 02/04/2025	MECHANICAL SALES INC INVOICE	59594	SERESCO PARTS INSTALLED	3,090.84	
			Total:	3,090.84	
			Net of 1 Invoices / 0 Checks	3,090.84	
03220 02/04/2025	MENARDS INVOICE	20187	LATCH TOTE, PAIL, LID, ICE MELT, 27" PUSHER	114.62	
02/04/2025	INVOICE	20246	CONST SCREW, COMPOSITE SHIM, 2X4-8 STUDS	205.90	
02/04/2025	INVOICE	20283	XT NOZZLE DUAL PACK, FIRE HOSE NOZZLE, DIESI	46.70	
02/04/2025	INVOICE	20248	8X1-1/2", CORNER BRACE, 4X4 POST CONNECTOR,	175.61	
02/04/2025	INVOICE	20369	MINERAL SPIRITS, LEAKTITE CONTAINER, SCREW 1	16.09	
02/04/2025	INVOICE	20464	CAUTION TAPE, THREADLOCKER, WAX BOL RING	42.05	
02/04/2025	INVOICE	20894	CORNER GRIP CLAMPS	9.98	
02/04/2025	INVOICE	20901	8' CORRUGATED GALV	24.99	
02/04/2025	INVOICE	20920	OIL DRI, DIESEL CONDITIONER	135.86	
02/04/2025	INVOICE	20668	WAX BOWL RING	7.18	
02/04/2025	INVOICE	20667	GARAGE SHELVING	89.59	
02/04/2025	INVOICE	20788	THE DRY LUBE, POWER STEERING FLUID, BOUNTY	47.32	
02/04/2025	INVOICE	20881	BACTERIA WATER TREATMENT, THERMOMETER, AIR 1	44.17	
			Total:	960.06	
			Net of 13 Invoices / 0 Checks	960.06	
03222 02/04/2025	MID-AMERICAN RESEARCH INVOICE	0838091-IN	URINAL SCREENS	63.00	
02/04/2025	INVOICE	0838093-IN	SWIMMING POOL STABILIZER, ALGAECIDE, KRISTA	3,450.00	
02/04/2025	INVOICE	0838593-IN	MELT-A-WAY, DRAIN CLEANER, SEWER SOLVENT	634.00	
			Total:	4,147.00	
			Net of 3 Invoices / 0 Checks	4,147.00	
00487 02/04/2025	MIDWEST TAPE LLC INVOICE	506624884	DVDS	62.22	
02/04/2025	INVOICE	506592256	DVDS	86.21	
02/04/2025	INVOICE	506644767	DVDS	25.48	
			Total:	173.91	
			Net of 3 Invoices / 0 Checks	173.91	
03227 02/04/2025	MIDWEST TURF & IRRIGATION INVOICE	3945376-00	BUSHING	25.08	
			Total:	25.08	
			Net of 1 Invoices / 0 Checks	25.08	
11279	MISSOURI VALLEY DIVISION				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/04/2025	INVOICE	2025	2025 FORCE CONFERENCE-RYAN GRAY	650.00	
			Total:	650.00	
			Net of 1 Invoices / 0 Checks	650.00	
11284 02/04/2025	MUELLER JUANITA OR IRVIN INVOICE	22-410929-COCFD	REFUND - OVER PAYMENT	280.00	
			Total:	280.00	
			Net of 1 Invoices / 0 Checks	280.00	
10225 02/04/2025	NAPA AUTO PARTS OF COLUMBUS INVOICE	755674	OIL SEAL	19.86	
02/04/2025	INVOICE	755481	OIL DRAIN	323.02	
02/04/2025	INVOICE	755447	BRAKE FLUID	26.99	
02/04/2025	INVOICE	755382	CREDIT - HI PWR II IND V-BELT	(17.04)	
02/04/2025	INVOICE	755604	PREM START FLUID	71.88	
			Total:	424.71	
			Net of 5 Invoices / 0 Checks	424.71	
10709 02/04/2025	NDEE INVOICE	48952	WASTEWATER TREATMENT FACILITY OPERATOR-MICH/	150.00	
02/04/2025	INVOICE	48894	WASTEWATER TREATMENT FACILITY OPERATOR - MAI	150.00	
			Total:	300.00	
			Net of 2 Invoices / 0 Checks	300.00	
00239 02/04/2025	NEBRASKA HARVESTORE SYSTEMS INVOICE	23727	FILTERS - HYDRAULIC, CARTRIDGE, AIR	158.88	
			Total:	158.88	
			Net of 1 Invoices / 0 Checks	158.88	
11282 02/04/2025	NEBRASKA PLANNING & ZONING ASSOC INVOICE	25-005	2025 NE PLANNING CONFERENCE - JEAN VAN IPERI	235.00	
			Total:	235.00	
			Net of 1 Invoices / 0 Checks	235.00	
00444 02/04/2025	NEBRASKA PUBLIC HEALTH INVOICE	586773	TESTING	90.00	
			Total:	90.00	
			Net of 1 Invoices / 0 Checks	90.00	
03089 02/04/2025	NEBRASKA REGIONAL INTEROP NTWK INVOICE	020-2025	PSAP ANNUAL USER FEES	6,600.00	
			Total:	6,600.00	
			Net of 1 Invoices / 0 Checks	6,600.00	
01286 02/04/2025	NEMAHA LANDSCAPE CONSTRUCTION INC INVOICE	5	PAWNEE PARK BASEBALL FIELD CONVERSION	173,269.80	
			Total:	173,269.80	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	173,269.80	
03241 02/04/2025	NEWMAN SIGNS INC. INVOICE	TRFINV058664	SIGNS	1,404.64	
			Total:	1,404.64	
			Net of 1 Invoices / 0 Checks	1,404.64	
10518 02/04/2025 02/04/2025	NORTHEAST COMMUNITY COLLEGE INVOICE INVOICE	200071944 200074867	SPRING 2025 - THOMAS KEITH RATHJE SPRING 2025 - CALVIN HUNTER NOVAK	2,532.00 2,532.00	
			Total:	5,064.00	
			Net of 2 Invoices / 0 Checks	5,064.00	
00350 02/04/2025	NOSWETT FENCING INC INVOICE	15867	REPAIR SOUTH GATE-REPLACED KEYPAD	675.00	
			Total:	675.00	
			Net of 1 Invoices / 0 Checks	675.00	
00358 02/04/2025	OBRIST & CO INC INVOICE	16444	REPAIR STOOL	106.59	
			Total:	106.59	
			Net of 1 Invoices / 0 Checks	106.59	
03249 02/04/2025	OCCUPATIONAL HEALTH SERV INVOICE	79470	NON DOT DRUG SCREEN, HEPATITIS B VACCINATIO	172.00	
			Total:	172.00	
			Net of 1 Invoices / 0 Checks	172.00	
00176 02/04/2025 02/04/2025 02/04/2025 02/04/2025 02/04/2025 02/04/2025 02/04/2025 02/04/2025	O'REILLY AUTOMOTIVE INC INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	0681-322430 0681-321537 0681-321522 0681-321323 0681-322279 0681-322213 0681-322291 0681-322260	CREDIT - CORE RETURN RETAINER RETAINER, PUSH RTNR A/T FILTER BRACKET CAL, BRAKE FLUID SYN5-20 MOTOR OIL BRACKTED CAL BRAKE PADS, BRAKE ROTOR	(201.81) 4.59 9.18 34.46 145.10 5.49 178.59 129.99	
			Total:	305.59	
			Net of 8 Invoices / 0 Checks	305.59	
00345 02/04/2025 02/04/2025	PETE LIEN & SONS INC. INVOICE INVOICE	CD99263181 CD99262071	QUICKLIME FINES QUICKLIME FINES	6,830.75 7,482.91	
			Total:	14,313.66	
			Net of 2 Invoices / 0 Checks	14,313.66	
00758 02/04/2025	PLATTE COUNTY REGISTER OF INVOICE	1.21.2025	ZEGAR INVESTMENT PROPERTIES - MEMORANDUM	28.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	28.00	
			Net of 1 Invoices / 0 Checks	28.00	
01077	PLATTE VALLEY COMMUNICATIONS				
02/04/2025	INVOICE	012500149	REPLACE ANTENNA	3,697.50	
02/04/2025	INVOICE	062400026	CHECK OUT OPS 2 ANTENNA	435.00	
			Total:	4,132.50	
			Net of 2 Invoices / 0 Checks	4,132.50	
00852	POLLARD WATER #3326				
02/04/2025	INVOICE	0278774	36 - FLEXI FLAG HYD MARKERS	514.80	
			Total:	514.80	
			Net of 1 Invoices / 0 Checks	514.80	
10350	POSITIVE CONCEPTS/ATPI				
02/04/2025	INVOICE	0256326-IN	POLY BAG ROLLS	630.00	
			Total:	630.00	
			Net of 1 Invoices / 0 Checks	630.00	
03281	PREFERRED PLUMBING & HTG INC				
02/04/2025	INVOICE	5197	SUNSET VIEW APTS-LEAK	2,417.90	
			Total:	2,417.90	
			Net of 1 Invoices / 0 Checks	2,417.90	
00524	PRICE CHOPPER WRISTBANDS				
02/04/2025	INVOICE	270053	WRISTBANDS	1,553.57	
			Total:	1,553.57	
			Net of 1 Invoices / 0 Checks	1,553.57	
10964	PROVANTAGE ACCOUNTING				
02/04/2025	INVOICE	9809400	HP 3YR NBD ONSITE WITH ACTIVE CARE DT SERVI	63.00	
02/04/2025	INVOICE	9808316	HP MONITORS, SPEAKER BARS, MTNG BRACKETS	2,798.00	
02/04/2025	INVOICE	9808404	9 - HP SBUY ELITEDESK 805 MINI	6,435.00	
			Total:	9,296.00	
			Net of 3 Invoices / 0 Checks	9,296.00	
03264	REARDON LAWN & GARDEN INC				
02/04/2025	INVOICE	13857	SHARPENED 2 CHAINS	29.40	
			Total:	29.40	
			Net of 1 Invoices / 0 Checks	29.40	
11280	ROBINSON MACHINE LLC				
02/04/2025	INVOICE	2937	CONNECTOR BODY	650.00	
			Total:	650.00	
			Net of 1 Invoices / 0 Checks	650.00	
MISC	SERC LLC				
02/04/2025	INVOICE	01/24/2025	UB refund for account: 300-59874-00	29.89	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	29.89	
			Net of 1 Invoices / 0 Checks	29.89	
10492 02/04/2025	SHELBY LUMBER CO INC. INVOICE	148558	PAWNEE PARK EAST & WEST SHELTER ROOF REPLACI	114,850.00	
			Total:	114,850.00	
			Net of 1 Invoices / 0 Checks	114,850.00	
01090 02/04/2025	SHEVLIN SUPPLY INVOICE	7988	M/F TOWEL WHITE	37.53	
02/04/2025	INVOICE	7968	BATH TISSUE	71.45	
02/04/2025	INVOICE	7967	BATH TISSUE	71.45	
02/04/2025	INVOICE	7981	BATH TISSUE, M/F TOWEL WHITE	124.90	
			Total:	305.33	
			Net of 4 Invoices / 0 Checks	305.33	
11269 02/04/2025	SNAP-ON INDUSTRIAL INVOICE	ARV/63651455	TOOLS, WORKBENCH, VISE	15,112.36	
02/04/2025	INVOICE	ARV/63625412	3/8 DR 16 PC	355.21	
			Total:	15,467.57	
			Net of 2 Invoices / 0 Checks	15,467.57	
02510 02/04/2025	STATE FIRE MARSHAL TRAINING INVOICE	3284	FIRE FIGHTER I CERTIFICATION	50.00	
			Total:	50.00	
			Net of 1 Invoices / 0 Checks	50.00	
00244 02/04/2025	STERICYCLE INC INVOICE	8009615902	STERI-SAFE BUDGET SUBSCRIPTION	760.57	
			Total:	760.57	
			Net of 1 Invoices / 0 Checks	760.57	
MISC 02/04/2025	STRONG RACHEL INVOICE	01/21/2025	UB refund for account: 400-63130-04	2.98	
			Total:	2.98	
			Net of 1 Invoices / 0 Checks	2.98	
00105 02/04/2025	SUPER SAVER INVOICE	127608	GROCERIES, HANDSOAP FOR KITCHEN	70.30	
02/04/2025	INVOICE	128290	GROCERIES	33.96	
02/04/2025	INVOICE	128375	GROCERIES	34.54	
			Total:	138.80	
			Net of 3 Invoices / 0 Checks	138.80	
10997 02/04/2025	T-BONE PD LLC INVOICE	10090	PROPANE	65.98	
			Total:	65.98	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	65.98	
10237 02/04/2025	TELEFLEX LLC INVOICE	9509490271	EZ-IO NEEDLES	1,100.00	
			Total:	1,100.00	
			Net of 1 Invoices / 0 Checks	1,100.00	
03128 02/04/2025	TIRE OUTLET INC INVOICE	251448	3 - TIRE REPAIRS	105.00	
02/04/2025	INVOICE	251352	4 - MOUNTS, USED TIRE, 3 - REPAIRS	305.00	
02/04/2025	INVOICE	232668	TIRE REPAIR	15.00	
02/04/2025	INVOICE	232387	2 - MOUNTS	20.00	
02/04/2025	INVOICE	232556	4 - USED TIRES	460.00	
02/04/2025	INVOICE	232549	REPAIR	75.00	
02/04/2025	INVOICE	232675	REPAIR	35.00	
02/04/2025	INVOICE	232687	REPAIR	35.00	
			Total:	1,050.00	
			Net of 8 Invoices / 0 Checks	1,050.00	
02788 02/04/2025	TITAN MACHINERY INC-FREMONT INVOICE	PS0598488-1	MIRROR, CLAMP, CAP PLUG	196.58	
02/04/2025	INVOICE	PS0595419-1	WIPER ARM, WIPER BALDE	393.80	
			Total:	590.38	
			Net of 2 Invoices / 0 Checks	590.38	
00357 02/04/2025	TURFWERKS INVOICE	OI57540A	4 - SPACERS	141.08	
02/04/2025	INVOICE	JI95939	BRONZE BUSH, RUBBER BUMP, CASTER, ELEMENT	572.90	
			Total:	713.98	
			Net of 2 Invoices / 0 Checks	713.98	
11283 02/04/2025	UNITED HEALTHCARE INSURANCE COMPANY INVOICE	22-206582-COCFD	REFUND - OVER PAYMENT	25.23	
			Total:	25.23	
			Net of 1 Invoices / 0 Checks	25.23	
00369 02/04/2025	UNIVERSITY OF NE-LINCOLN INVOICE	01152025-1218	MEALS BRUNKEN, KEIM, KREIGER, KEEFOVER	140.00	
			Total:	140.00	
			Net of 1 Invoices / 0 Checks	140.00	
03294 02/04/2025	USA BLUE BOOK INVOICE	INV00211057	WATTS HYDRANT RELIEF VALVE	2,601.01	
02/04/2025	INVOICE	INV00556411	SPECIAL ECHOMAX XPS-10	2,508.77	
02/04/2025	INVOICE	SCN223372	CREDIT - SPECIAL /ECHOMAX	(2,635.69)	
			Total:	2,474.09	
			Net of 3 Invoices / 0 Checks	2,474.09	
00157	UTILITIES SECTION				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02/04/2025	INVOICE	9357	SNOWBALL CONFERENCE-ABSALON, GERNSTEIN, BEH:	450.00	
			Total:	450.00	
			Net of 1 Invoices / 0 Checks	450.00	
02235	VAN DIEST HEATING & AIR LLC				
02/04/2025	INVOICE	5349	INSTALL NEW HEAD ON RADIANT HEATER	2,119.00	
02/04/2025	INVOICE	5347	INSTALL RE-VERBER-RAY HLV VACUUM SYSTEM	14,993.00	
			Total:	17,112.00	
			Net of 2 Invoices / 0 Checks	17,112.00	
02045	VAN WALL EQUIPMENT INC				
02/04/2025	INVOICE	6456418	HYDRAULIC HOSE	172.36	
02/04/2025	INVOICE	6458589	BRAKE	401.40	
			Total:	573.76	
			Net of 2 Invoices / 0 Checks	573.76	
01181	VERIZON WIRELESS				
02/04/2025	INVOICE	6104629891	CELL PHONE DEC 27 - JAN 26	80.02	
02/04/2025	INVOICE	6104578890	CELL PHONE DEC 27 - JAN 26	722.16	
02/04/2025	INVOICE	6104629889	CELL PHONE DEC 27 - JAN 26	1,961.27	
			Total:	2,763.45	
			Net of 3 Invoices / 0 Checks	2,763.45	
03302	WEMHOFF REFRIGERATION INC				
02/04/2025	INVOICE	16889	ICE MACHINE - QUAIL RUN	91.42	
			Total:	91.42	
			Net of 1 Invoices / 0 Checks	91.42	
			invoices and 0 checks for 105 vendors:	843,840.62	

INVOICE REGISTER REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 02/04/2025 - 02/04/2025
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
109740	ARNOLD MOTOR SUPPLY	01/17/2025	02/04/2025	6,999.00	6,999.00	Open	N
109763	PROVANTAGE ACCOUNTING	01/21/2025	02/04/2025	6,435.00	6,435.00	Open	N
109781	PETE LIEN & SONS INC.	01/17/2025	02/04/2025	7,482.91	7,482.91	Open	N
109813	JEO CONSULTING GROUP INC	01/19/2025	02/04/2025	7,180.00	7,180.00	Open	N
109884	BS&A SOFTWARE	02/01/2025	02/04/2025	7,852.00	7,852.00	Open	N
109887	PETE LIEN & SONS INC.	01/24/2025	02/04/2025	6,830.75	6,830.75	Open	N
109897	ARNOLD MOTOR SUPPLY	01/24/2025	02/04/2025	6,999.00	6,999.00	Open	N
109900	NEBRASKA REGIONAL INTEROP NTWK	01/20/2025	02/04/2025	6,600.00	6,600.00	Open	N
109930	AUXIANT	01/30/2025	02/04/2025	9,437.01	9,437.01	Open	N
# of Invoices:	9	# Due:	9	Totals:	65,815.67	65,815.67	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					65,815.67	65,815.67	

--- TOTALS BY FUND ---

100 - GENERAL FUND	10,247.25	10,247.25
200 - STREETS/ENGINEERING	14,176.75	14,176.75
220 - COMMUNICATIONS - E911	6,600.00	6,600.00
500 - UTILITY SERVICE	15,850.91	15,850.91
520 - WATER	822.25	822.25
560 - STORMWATER UTILITY	7,251.50	7,251.50
570 - SOLID WASTE DIVISION	1,430.00	1,430.00
999 - PAYROLL CLEARING	9,437.01	9,437.01

--- TOTALS BY DEPT/ACTIVITY ---

000 -	9,437.01	9,437.01
100 - GENERAL ADMINISTRATION	107.25	107.25
120 - FIRE	2,145.00	2,145.00
145 - COMMUNITY DEVELOPMENT	7,923.50	7,923.50
150 - PARKS	71.50	71.50
200 - STREETS	14,176.75	14,176.75
220 - E911	6,600.00	6,600.00
500 - WASTEWATER COLLECTION	1,537.25	1,537.25
501 - WASTEWATER TREATMENT FAC	14,313.66	14,313.66
520 - WATER	822.25	822.25
560 - STORMWATER UTILITY	7,251.50	7,251.50
570 - TRANSFER STATION	1,430.00	1,430.00

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-53200	PROFESSIONAL SERVICES	BERGANKDV LLC	PROGRESS BILLING FOR AUDIT	25,000.00	
100-100-53200	PROFESSIONAL SERVICES	JACKSON SERVICES INC	MATS	65.11	
100-100-53400	COMPUTER SUPPORT/MAINT	KNOWBE4 INC.	SECURITY AWARENESS TRAINING SUBSCRIPTIC	4,991.00	
100-100-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	9 - HP SBUY ELITEDESK 805 MINI	107.25	
100-100-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	PAINT MIXER SPIRAL	25.98	
100-100-54310	BUILDING MAINTENANCE	KINGS III OF AMERICA LLC	VIDEO MONITORING, ELEVATOR PHONES	290.94	
100-100-55200	INSURANCE	LARM (LEAGUE ASSOCIATION (ENDORSEMENT #29		965.57	
100-100-55900	MISCELLANEOUS	HR DIRECT	POSTER GUARD 1 YEAR STATE/FED/LOCAL	106.45	
100-100-55900	MISCELLANEOUS	PLATTE COUNTY REGISTER OF	ZEGAR INVESTMENT PROPERTIES - MEMORANDU	28.00	
100-100-56010	SUPPLIES	EGAN SUPPLY CO	MEDIUM NITRILE GLOVES, NATURAL MF TOWEI	367.37	
100-100-56010	SUPPLIES	MENARDS	BACTERIA WATER TREATMENT, THERMOMETER,	44.17	
100-100-56010	SUPPLIES	SHEVLIN SUPPLY	BATH TISSUE	71.45	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	2 - BINDERS	32.48	
100-100-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	384.21	
Total For Dept 100 GENERAL ADMINISTRATION				32,479.98	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-55200	INSURANCE	LARM (LEAGUE ASSOCIATION (ENDORSEMENT #29		255.41	
100-102-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	43.49	
Total For Dept 102 COLUMBUS AREA TRANSIT				298.90	
Dept 103 COLUMBUS SENIOR CENTER					
100-103-55200	INSURANCE	LARM (LEAGUE ASSOCIATION (ENDORSEMENT #29		(156.03)	
100-103-55900	MISCELLANEOUS	COMMONWEALTH ELECTRIC COM	RECEPTACLE FOR FIREPLACE WALL	1,000.86	
100-103-55900	MISCELLANEOUS	EAKES OFFICE SOLUTIONS	FOLDING TABLE	235.93	
100-103-56010-III-C	SUPPLIES	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWELS, APRONS	25.63	
100-103-56010-III-C	SUPPLIES	SUPER SAVER	GROCERIES, HANDSOAP FOR KITCHEN	3.36	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	BAR MOPS, MICROFIBER TOWELS, APRONS	28.57	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	GROCERIES, HANDSOAP FOR KITCHEN	135.44	
Total For Dept 103 COLUMBUS SENIOR CENTER				1,273.76	
Dept 104 CITY ADMINISTRATOR					
100-104-52700	TRAINING AND TUITION	NEBRASKA PLANNING & ZONING	2025 NE PLANNING CONFERENCE - JEAN VAN	235.00	
100-104-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDER	CLOTHING - VASICEK	38.00	
Total For Dept 104 CITY ADMINISTRATOR				273.00	
Dept 105 FINANCE					
100-105-52710	EMPLOYEE RECRUITMENT/RETENTION	COLUMBUS CUSTOM EMBROIDER	CLOTHING - RUPP	39.00	
100-105-55900	MISCELLANEOUS	PROVANTAGE ACCOUNTING	HP 3YR NBD ONSITE WITH ACTIVE CARE DT S	63.00	
100-105-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	42.94	
Total For Dept 105 FINANCE				144.94	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	KIESLER POLICE SUPPLY	PEPPERBALL PROJECTILES	1,243.45	
100-110-52700	TRAINING AND TUITION	LEGAL & LIABILITY RISK MAN	ONLINE-DOCUMENTING THE DEATH SCENE	150.00	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	NON DOT DRUG SCREEN, HEPATITIS B VACCIN	55.00	
100-110-52800	UNIFORMS	911 CUSTOM LLC	BLACKINTON B957 RHODIUM BADGE	22.15	
100-110-53200	PROFESSIONAL SERVICES	OCCUPATIONAL HEALTH SERV	NON DOT DRUG SCREEN, HEPATITIS B VACCIN	117.00	
100-110-54320	EQUIPMENT MAINTENANCE	GUNSLINGERS LLC	3 - STREAMLIGHT TACTICAL LIGHTS	506.00	
100-110-54330	VEHICLE MAINTENANCE	COLUMBUS TIRE & SERVICE	REPAIR TIRE	25.00	
100-110-54380	MAINTENANCE AGREEMENTS	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	307.20	
100-110-55200	INSURANCE	LARM (LEAGUE ASSOCIATION (ENDORSEMENT #29		8,987.72	
100-110-56010	SUPPLIES	MENARDS	GARAGE SHELIVING	89.59	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-56010	SUPPLIES	SHEVLIN SUPPLY	M/F TOWEL WHITE	162.43	
100-110-56020	OFFICE SUPPLIES	POSITIVE CONCEPTS/ATPI	POLY BAG ROLLS	630.00	
100-110-56165	K9 PROGRAM	BOMGAARS	DOG FOOD	87.98	
100-110-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	85.88	
100-110-57510-20018	CAPITAL-EQUIPMENT	AXON ENTERPRISE INC.	SAFETY GLASSES, CLEANING KIT, CARTRIDGE	1,976.60	
100-110-57510-25033	CAPITAL-EQUIPMENT	INVERIS TRAINING SOLUTIONS	VR2 TRAINEE SYSTEM	87,030.00	
Total For Dept 110 POLICE				101,476.00	
Dept 120 FIRE					
100-120-52700	TRAINING AND TUITION	MISSOURI VALLEY DIVISION	2025 FORCE CONFERENCE-RYAN GRAY	325.00	
100-120-52700	TRAINING AND TUITION	STATE FIRE MARSHAL TRAINING	FIRE FIGHTER I CERTIFICATION	50.00	
100-120-52800	UNIFORMS	GALLS LLC	AWARD BARS	1,491.38	
100-120-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP MONITORS, SPEAKER BARS, MTNG BRACKET	2,973.00	
100-120-54310	BUILDING MAINTENANCE	MENARDS	LATCH TOTE, PAIL, LID, ICE MELT, 27" PU	57.31	
100-120-54310	BUILDING MAINTENANCE	OBRIST & CO INC	REPAIR STOOL	53.29	
100-120-54330	VEHICLE MAINTENANCE	MACQUEEN EQUIPMENT	REPLACE RADIATOR, FIX UNSTRUMENT CLUSTE	18,791.07	
100-120-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	ENDORSEMENT #29	18,515.03	
100-120-56010	SUPPLIES	BOMGAARS	DIESEL EXHAUST FLUID, CIRCULAR SAW BLAI	117.98	
100-120-56010	SUPPLIES	MENARDS	XT NOZZLE DUAL PACK, FIRE HOSE NOZZLE,	70.07	
100-120-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEAASE PAYMENT	116.47	
100-120-56030	CLEANING SUPPLIES/SERVICE	ACE HARDWARE & GARDEN CNT	BAGS 55 GAL	13.99	
100-120-56030	CLEANING SUPPLIES/SERVICE	HD SUPPLY	FLOOR CLEANER, EARTHSENSE LINER 13GAL,	33.00	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	97.88	
100-120-56050	FUEL	BOMGAARS	DIESEL EXHAUST FLUID, CIRCULAR SAW BLAI	13.49	
100-120-56050	FUEL	MENARDS	XT NOZZLE DUAL PACK, FIRE HOSE NOZZLE,	9.34	
100-120-56240	TELEPHONE	ALLO COMMUNICATONS	TELEPHONE - SOUTH FIRE STATION 01/24 -	15.53	
100-120-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	361.08	
Total For Dept 120 FIRE				43,104.91	
Dept 121 RESCUE					
100-121-44233	AMBULANCE SERVICES	MUELLER JUANITA OR IRVIN	REFUND - OVER PAYMENT	280.00	
100-121-44233	AMBULANCE SERVICES	UNITED HEALTHCARE INSURANC	REFUND - OVER PAYMENT	25.23	
100-121-52700	TRAINING AND TUITION	NORTHEAST COMMUNITY COLLEGE	SPRING 2025 - THOMAS KEITH RATHJE	5,064.00	
100-121-52800	UNIFORMS	GALLS LLC	AWARD BARS	1,491.39	
100-121-54310	BUILDING MAINTENANCE	MENARDS	LATCH TOTE, PAIL, LID, ICE MELT, 27" PU	57.31	
100-121-54310	BUILDING MAINTENANCE	OBRIST & CO INC	REPAIR STOOL	53.30	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	ENDOTRACHEAL TUBE, SUPRAGLOTTIC AIRWAY,	1,324.75	
100-121-56010	SUPPLIES	COLUMBUS COMMUNITY HOSPITAL	PHARMACY - FIRE DEPARTMENT	410.69	
100-121-56010	SUPPLIES	TELEFLEX LLC	EZ-IO NEEDLES	1,100.00	
100-121-56020	OFFICE SUPPLIES	HOMETOWN LEASING	COPIER LEAASE PAYMENT	116.46	
100-121-56030	CLEANING SUPPLIES/SERVICE	ACE HARDWARE & GARDEN CNT	BAGS 55 GAL	13.99	
100-121-56030	CLEANING SUPPLIES/SERVICE	HD SUPPLY	FLOOR CLEANER, EARTHSENSE LINER 13GAL,	33.00	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	97.88	
100-121-56030	CLEANING SUPPLIES/SERVICE	STERICYCLE INC	STERI-SAFE BUDGET SUBSCRIPTION	760.57	
100-121-56050	FUEL	BOMGAARS	DIESEL EXHAUST FLUID, CIRCULAR SAW BLAI	13.49	
100-121-56050	FUEL	MENARDS	XT NOZZLE DUAL PACK, FIRE HOSE NOZZLE,	9.34	
100-121-56190	PERSONAL PROTECTIVE SUPP	BOUND TREE MEDICAL LLC	BULB SYRINGE, ELECTRODES, GLOVES	529.80	
100-121-56240	TELEPHONE	ALLO COMMUNICATONS	TELEPHONE - SOUTH FIRE STATION 01/24 -	15.54	
100-121-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	361.08	
Total For Dept 121 RESCUE				11,757.82	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	MISSOURI VALLEY DIVISION	2025 FORCE CONFERENCE-RYAN GRAY	325.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52800	UNIFORMS	GALLS LLC	RESERVE UNIFORMS	126.79	
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				451.79	
Dept 130 LIBRARY					
100-130-56010-BUILD	SUPPLIES	SHEVLIN SUPPLY	BATH TISSUE	71.45	
100-130-56010-PATRN	SUPPLIES	DEMCO INC	ECONOMY BOOK BAGS, STICKERS	126.79	
100-130-56040-ILILO	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	LIBRARY/MEDIA MAIL	575.70	
100-130-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	42.94	
100-130-56240-PATRN	TELEPHONE	GREAT PLAINS COMMUNICATION	INTERNET 02/02 - 02/28	209.95	
100-130-56400-CHILD	PROGRAMS	CAPITAL ONE - WALMART	SNACKS, SKINNY POP, MORTON SALT, POWDEF	78.55	
100-130-56410	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DVDS	62.22	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	CD'S	140.77	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DVDS	111.69	
Total For Dept 130 LIBRARY				1,420.06	
Dept 140 CEMETERY					
100-140-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	ENDORSEMENT #29	(217.74)	
100-140-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	42.94	
Total For Dept 140 CEMETERY				(174.80)	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-53200	PROFESSIONAL SERVICES	CENTER FOR MUNICIPAL SOLUJ	COLUMBUS NE IND WEST VERIZON - 308 8TH	3,025.00	
100-145-53400	COMPUTER SUPPORT/MAINT	BS&A SOFTWARE	PAS, COMMUNITY DEVELOPEMENT, FIELD INSE	7,852.00	
100-145-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	9 - HP SBUY ELITEDESK 805 MINI	71.50	
100-145-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	214.70	
Total For Dept 145 COMMUNITY DEVELOPMENT				11,163.20	
Dept 150 PARKS					
100-150-52700	TRAINING AND TUITION	UNIVERSITY OF NE-LINCOLN	MEALS BRUNKEN, KEIM, KREIGER, KEEFOVER	140.00	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	51.20	
100-150-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	9 - HP SBUY ELITEDESK 805 MINI	71.50	
100-150-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	ALL PLASTICS BONDING SYS	5.59	
100-150-54310	BUILDING MAINTENANCE	ELECTRICAL ENGINEERING &	GEL 42729	138.87	
100-150-54310	BUILDING MAINTENANCE	GREAT PLAINS BUILDING SUPP	2X12-10 ACQ TREATED	32.25	
100-150-54310	BUILDING MAINTENANCE	JOHN DEERE FINANCIAL	OIL FILTER, PLUS-50 II OIL, BLADE, V-BE	316.13	
100-150-54310	BUILDING MAINTENANCE	T-BONE PD LLC	PROPANE	65.98	
100-150-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	TIRE REPAIR	35.00	
100-150-54320	EQUIPMENT MAINTENANCE	TURFWERKS	4 - SPACERS	713.98	
100-150-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	CALIPER W/BRACKET	141.59	
100-150-54330	VEHICLE MAINTENANCE	MENARDS	8X1-1/2", CORNER BRACE, 4X4 POST CONNEC	191.70	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	LAWSON PRODUCTS	CUT-OFF WHEELS, GRND WHEELS	166.47	
100-150-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	ENDORSEMENT #29	1,630.92	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	METAL CUT WHEEL	80.29	
100-150-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	42.94	
100-150-56400	PROGRAMS	MENARDS	CORNER GRIP CLAMPS	9.98	
100-150-57200-23016	CAPITAL-LAND & BUILDINGS	NEMAHA LANDSCAPE CONSTRUCT	PAWNEE PARK BASEBALL FIELD CONVERSION	173,269.80	
100-150-57200-24015	CAPITAL-LAND & BUILDINGS	SHELBY LUMBER CO INC.	PAWNEE PARK EAST & WEST SHELTER ROOF RE	114,850.00	
Total For Dept 150 PARKS				291,954.19	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	ENDORSEMENT #29	427.83	
100-151-56010	SUPPLIES	PRICE CHOPPER WRISTBANDS	WRISTBANDS	1,553.57	
100-151-56060	CHEMICALS	MID-AMERICAN RESEARCH	SWIMMING POOL STABILIZER, ALGAECIDE, KF	3,450.00	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 02/04/2025 - 02/04/2025
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 151 PAWNEE PLUNGE WATER PARK					
Total For Dept 151 PAWNEE PLUNGE WATER PARK				5,431.40	
Dept 152 AQUATIC CENTER POOL					
100-152-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	ZEP TUB & TILE CLEANER, EXTENSION TUBE,	33.17	
100-152-54320	EQUIPMENT MAINTENANCE	MECHANICAL SALES INC	SERESCO PARTS INSTALLED	3,090.84	
100-152-54320	EQUIPMENT MAINTENANCE	MENARDS	8' CORRUGATED GALV	24.99	
100-152-56010	SUPPLIES	CAPITAL ONE - WALMART	42CT CLASSIC, GV DISH	22.44	
100-152-56300	FOOD COSTS	CHESTERMAN COMPANY	MONSTER, PEACE TEA	83.62	
Total For Dept 152 AQUATIC CENTER POOL				3,255.06	
Dept 155 VAN BERG GOLF COURSE					
100-155-54310	BUILDING MAINTENANCE	BOMGAARS	RIGHT ANGLE ATTACHMENT	19.99	
100-155-54320	EQUIPMENT MAINTENANCE	MENARDS	CONST SCREW, COMPOSITE SHIM, 2X4-8 STUI	205.90	
100-155-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	OIL SEAL	19.86	
100-155-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	HYDRAULIC HOSE	573.76	
100-155-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	ENDORSEMENT #15	301.34	
100-155-56010	SUPPLIES	BOMGAARS	WRENCHES, SOCKET SET, VISE GRIP, HAMMEF	117.91	
100-155-56010	SUPPLIES	NAPA AUTO PARTS OF COLUMBU	BRAKE FLUID	26.99	
Total For Dept 155 VAN BERG GOLF COURSE				1,265.75	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-54310	BUILDING MAINTENANCE	WEMHOFF REFRIGERATION INC	ICE MACHINE - QUAIL RUN	91.42	
100-156-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	ENDORSEMENT #29	90.47	
100-156-56010	SUPPLIES	JACKSON SERVICES INC	UNIFORMS	53.20	
100-156-56010	SUPPLIES	NAPA AUTO PARTS OF COLUMBU	OIL DRAIN	323.02	
100-156-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	106.22	
Total For Dept 156 QUAIL RUN GOLF COURSE				664.33	
Total For Fund 100 GENERAL FUND				506,240.29	
Fund 160 PLATTE CO LIBRARY SERVICE					
Dept 160 PLATTE CO LIBRARY SERVICE					
160-160-52710	EMPLOYEE RECRUITMENT/RETENTION	EAKES OFFICE SOLUTIONS	BADGE	28.72	
Total For Dept 160 PLATTE CO LIBRARY SERVICE				28.72	
Total For Fund 160 PLATTE CO LIBRARY SERVICE				28.72	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	551.05	
200-200-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	9 - HP SBUY ELITEDESK 805 MINI	178.75	
200-200-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	STT LAMP RED 4IN HI COUNT LED	15.50	
200-200-54320	EQUIPMENT MAINTENANCE	MACQUEEN EQUIPMENT	DIRT SHOE RUNNERS, S/B SEG HD 4 PK 300E	868.02	
200-200-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	REPAIR	75.00	
200-200-54330	VEHICLE MAINTENANCE	ALTEC INDUSTRIES INC	UNIT WILL NOT RAISE LOWER ARM - VIN #51	760.50	
200-200-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	ENDORSEMENT #29	717.85	
200-200-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	DRILLBIT	56.99	
200-200-56010	SUPPLIES	BOMGAARS	SNOWBRUSH, SCRAPER, OVERSHOES	139.90	
200-200-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	CENTERPULL PAPER TOWELS	44.84	
200-200-56010	SUPPLIES	GEHRING CONSTRUCTION &	HOT POUR TAR SEALANT	7,524.00	
200-200-56010	SUPPLIES	REARDON LAWN & GARDEN INC	SHARPENED 2 CHAINS	29.40	
200-200-56120	TRAFFIC SIGNS	NEWMAN SIGNS INC.	SIGNS	1,404.64	
200-200-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	138.84	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-57510-25016	CAPITAL-EQUIPMENT	VAN DIEST HEATING & AIR LI	INSTALL RE-VERBER-RAY HLV VACUUM SYSTEM	14,993.00	
200-200-57510-25023	CAPITAL-EQUIPMENT	ARNOLD MOTOR SUPPLY	TRUCK SPRAY WASH CABINET	6,999.00	
200-200-57510-25023	CAPITAL-EQUIPMENT	ISLAND SUPPLY WELDING CO.	REBEL EMP 205I AC/DC PACKAGE	4,574.00	
200-200-57510-25023	CAPITAL-EQUIPMENT	SNAP-ON INDUSTRIAL	TOOLS, WORKBENCH, VISE	15,467.57	
Total For Dept 200 STREETS				54,538.85	
Dept 202 MECHANICS SHOP					
200-202-56010	SUPPLIES	ISLAND SUPPLY WELDING CO.	TUNGSTEN 3/32"	64.28	
200-202-56090	SMALL TOOLS	ACE HARDWARE & GARDEN CNT	TOOLS	208.90	
200-202-56090	SMALL TOOLS	ADVANCE AUTO PARTS	HEATER CORE REMOVAL TOOL	6.59	
200-202-56090	SMALL TOOLS	ARNOLD MOTOR SUPPLY	BRAKE SPRING BAR	24.99	
200-202-56130	SUPPLIES FOR RESALE	ACE HARDWARE & GARDEN CNT	HEX BUSHINGS, NIPPLE GALV	17.54	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	GASKET MAKER	(0.80)	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	CREDIT - CABIN AIR FILTER	(2,955.35)	
200-202-56130	SUPPLIES FOR RESALE	BOMGAARS	INSERT COUPLING, HOSE CLAMP, PIPE NIPPI	73.38	
200-202-56130	SUPPLIES FOR RESALE	NAPA AUTO PARTS OF COLUMBU	CREDIT - HI PWR II IND V-BELT	(17.04)	
200-202-56130	SUPPLIES FOR RESALE	NEBRASKA HARVESTORE SYSTEM	FILTERS - HYDRAULIC, CARTRIDGE, AIR	158.88	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	CREDIT - CORE RETURN	305.59	
200-202-56130	SUPPLIES FOR RESALE	TITAN MACHINERY INC-FREMON	MIRROR, CLAMP, CAP PLUG	590.38	
Total For Dept 202 MECHANICS SHOP				(1,522.66)	
Total For Fund 200 STREETS/ENGINEERING				53,016.19	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-54320	EQUIPMENT MAINTENANCE	MIDWEST TURF & IRRIGATION	BUSHING	25.08	
205-205-54440	RUNWAY MAINTENANCE	NOSWETT FENCING INC	REPAIR SOUTH GATE-REPLACED KEYPAD	675.00	
205-205-54480	HANGAR MAINTENANCE	VAN DIEST HEATING & AIR LI	INSTALL NEW HEAD ON RADIANT HEATER	2,119.00	
205-205-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	ENDORSEMENT #29	(331.17)	
205-205-56010	SUPPLIES	MENARDS	WAX BOWL RING	7.18	
205-205-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	85.88	
Total For Dept 205 AIRPORT				2,580.97	
Total For Fund 205 AIRPORT				2,580.97	
Fund 206 DOWNTOWN BID					
Dept 206 DOWNTOWN BID					
206-206-53200	PROFESSIONAL SERVICES	ALL SEASONS AESTHETICS LL	CHRISTMAS LIGHTING FRANKFORT SQUARE	930.00	
Total For Dept 206 DOWNTOWN BID				930.00	
Total For Fund 206 DOWNTOWN BID				930.00	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-54380	MAINTENANCE AGREEMENTS	NEBRASKA REGIONAL INTEROP	PSAP ANNUAL USER FEES	6,600.00	
220-220-56010	SUPPLIES	CAPITAL ONE - WALMART	AIR SPRAY, CARPET CLEANER, PUFFS	94.45	
220-220-56020	OFFICE SUPPLIES	CAPITAL ONE - WALMART	DRY ERAE, GLADE SPRAY, CHALK, PUFFS, BC	36.04	
220-220-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	FIRST MONTH PAYMENT, SECURITY DEPOSIT	353.36	
220-220-56240	TELEPHONE	DAS STATE ACCOUNTING	MONTHLY NETWORK CHARGES	1,356.79	
220-220-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	122.96	
220-220-57510-21084	CAPITAL-EQUIPMENT	PLATTE VALLEY COMMUNICATI	REPLACE ANTENNA	4,132.50	
Total For Dept 220 E911				12,696.10	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 220 COMMUNICATIONS - E911					
Total For Fund 220 COMMUNICATIONS - E911				12,696.10	
Fund 500 UTILITY SERVICE					
Dept 000					
500-000-20100	CSX-1	SERC LLC	UB refund for account: 300-59874-00	31.75	
Total For Dept 000				31.75	
Dept 500 WASTEWATER COLLECTION					
500-500-52700	TRAINING AND TUITION	UTILITIES SECTION	SNOWBALL CONFERENCE-ABSALON, GERNSTEIN,	450.00	
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	279.02	
500-500-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP MONITORS, SPEAKER BARS, MTNG BRACKET	2,279.25	
500-500-54320	EQUIPMENT MAINTENANCE	BOMGAARS	LED BULB	37.98	
500-500-54320	EQUIPMENT MAINTENANCE	MATT FRIEND TRUCK EQUIPMENT	HORIZONTAL DOOR ASSY	493.30	
500-500-54330	VEHICLE MAINTENANCE	BOMGAARS	DRILL BIT	20.99	
500-500-54330	VEHICLE MAINTENANCE	CAPITAL ONE - WALMART	SCO DASH/VNT	26.62	
500-500-54390	SYSTEM MAINTENANCE	BOMGAARS	FILTERS	35.98	
500-500-55200	INSURANCE	LARM (LEAGUE ASSOCIATION)	ENDORSEMENT #29	1,127.98	
500-500-55210	CLAIMS AND SETTLEMENTS	LARM (LEAGUE ASSOCIATION)	CLAIM - SANITARY SEWER BACKUP	464.38	
500-500-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	CENTERPULL PAPER TOWELS	44.84	
500-500-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	CARD, LASER, DISINF WIPES	9.62	
500-500-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	SOAP FOAM - BAG	18.00	
500-500-56030	CLEANING SUPPLIES/SERVICE	MID-AMERICAN RESEARCH	URINAL SCREENS	31.50	
500-500-56090	SMALL TOOLS	ELECTRICAL ENGINEERING &	ELECTRICAL TESTER	104.76	
500-500-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	205.82	
500-500-57300-20093	CAPITAL-NEW CONSTRUCTION	BENESCH ALFRED & COMPANY	LIFT STATION #15 WESTBROOK	2,764.36	
Total For Dept 500 WASTEWATER COLLECTION				8,394.40	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	191.88	
500-501-54320	EQUIPMENT MAINTENANCE	BOMGAARS	PUMP UP SPRAYER, GARDEN CULTIVATOR	57.93	
500-501-54320	EQUIPMENT MAINTENANCE	ROBINSON MACHINE LLC	CONNECTOR BODY	650.00	
500-501-55200	INSURANCE	LARM (LEAGUE ASSOCIATION)	ENDORSEMENT #29	1,771.59	
500-501-56010	SUPPLIES	CAPITAL ONE - WALMART	WHITE BOARD, DRY ERASERS	21.90	
500-501-56010	SUPPLIES	MID-AMERICAN RESEARCH	MELT-A-WAY, DRAIN CLEANER, SEWER SOLVEN	634.00	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	38.66	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	14,313.66	
500-501-56100	LABORATORY	HACH COMPANY	NITRIFICATION INHIBITOR, NUTRIENT BFR S	1,576.35	
500-501-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	85.88	
500-501-56650	MEMBERSHIP DUES	NDEE	WASTEWATER TREATMENT FACILITY OPERATOR-	300.00	
Total For Dept 501 WASTEWATER TREATMENT FAC				19,641.85	
Total For Fund 500 UTILITY SERVICE				28,068.00	
Fund 520 WATER					
Dept 000					
520-000-20100	WAM-41	STRONG RACHEL	UB refund for account: 400-63130-04	0.78	
Total For Dept 000				0.78	
Dept 520 WATER					
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	151.08	
520-520-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP MONITORS, SPEAKER BARS, MTNG BRACKET	1,288.25	
520-520-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	AIR HOSE	22.22	
520-520-54320	EQUIPMENT MAINTENANCE	BOMGAARS	SPRAY PAINT	20.98	
520-520-54320	EQUIPMENT MAINTENANCE	MATT FRIEND TRUCK EQUIPMENT	HORIZONTAL DOOR ASSY	493.30	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	18.08	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 520 WATER					
Dept 520 WATER					
520-520-54390	SYSTEM MAINTENANCE	BOMGAARS	GAS CYLINDER	12.99	
520-520-54390	SYSTEM MAINTENANCE	GEHRING CONSTRUCTION &	1860 2TH AVE	2,212.00	
520-520-54390	SYSTEM MAINTENANCE	NEBRASKA PUBLIC HEALTH	TESTING	90.00	
520-520-54390	SYSTEM MAINTENANCE	POLLARD WATER #3326	36 - FLEXI FLAG HYD MARKERS	514.80	
520-520-54390	SYSTEM MAINTENANCE	PREFERRED PLUMBING & HTG I	SUNSET VIEW APTS-LEAK	2,417.90	
520-520-54390	SYSTEM MAINTENANCE	USA BLUE BOOK	WATTS HYDRANT RELIEF VALVE	2,474.09	
520-520-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	ENDORSEMENT #29	(294.13)	
520-520-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	BATTERIES C 8PK	21.39	
520-520-56010	SUPPLIES	EAKES OFFICE SOLUTIONS	CENTERPULL PAPER TOWELS	44.84	
520-520-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	CARD, LASER, DISINF WIPES	9.61	
520-520-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	SOAP FOAM - BAG	18.00	
520-520-56030	CLEANING SUPPLIES/SERVICE	MID-AMERICAN RESEARCH	URINAL SCREENS	31.50	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	4,292.14	
520-520-56090	SMALL TOOLS	ELECTRICAL ENGINEERING &	ELECTRICAL TESTER	104.76	
520-520-56130	SUPPLIES FOR RESALE	CORE & MAIN LP	RUBBER METER WASHERS	16,289.18	
520-520-56135	AMR RADIO EXPENSE	CORE & MAIN LP	108 - 510M S/POINT M2	20,304.00	
520-520-56240	TELEPHONE	FRONTIER	NWP 1/30/25 TO 2/28/25	89.52	
520-520-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	352.71	
Total For Dept 520 WATER				50,979.21	
Total For Fund 520 WATER				50,979.99	
Fund 560 STORMWATER UTILITY					
Dept 000					
560-000-20100	SUF-5	STRONG RACHEL	UB refund for account: 400-63130-04	0.21	
Total For Dept 000				0.21	
Dept 560 STORMWATER UTILITY					
560-560-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	9 - HP SBUY ELITEDESK 805 MINI	71.50	
560-560-57200-24037	CAPITAL-LAND & BUILDINGS	JEO CONSULTING GROUP INC	STORM WATER TREATMENT FACILITY BANK STU	7,180.00	
Total For Dept 560 STORMWATER UTILITY				7,251.50	
Total For Fund 560 STORMWATER UTILITY				7,251.71	
Fund 570 SOLID WASTE DIVISION					
Dept 000					
570-000-20100	SWD-1	STRONG RACHEL	UB refund for account: 400-63130-04	0.13	
Total For Dept 000				0.13	
Dept 570 TRANSFER STATION					
570-570-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	212.55	
570-570-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP MONITORS, SPEAKER BARS, MTNG BRACKET	2,192.00	
570-570-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	CREDIT - INVOICE PAID TWICE	(25.61)	
570-570-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	2 - SUPER BLUE RIBBON V-BELT	38.28	
570-570-54320	EQUIPMENT MAINTENANCE	MENARDS	OIL DRI, DIESEL CONDITIONER	135.86	
570-570-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBU	PREM START FLUID	71.88	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	3 - TIRE REPAIRS	940.00	
570-570-56010	SUPPLIES	MENARDS	THE DRY LUBE, POWER STEERING FLUID, BO	47.32	
570-570-56090	SMALL TOOLS	BOMGAARS	GAS CANS	77.98	
570-570-56190	PERSONAL PROTECTIVE SUPP	BOMGAARS	GLOVES, JACKET	122.93	
570-570-56240	TELEPHONE	VERIZON WIRELESS	CELL PHONE DEC 27 - JAN 26	42.94	
Total For Dept 570 TRANSFER STATION				3,856.13	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 570 SOLID WASTE DIVISION					
Total For Fund 570 SOLID WASTE DIVISION				3,856.26	
Fund 600 HEALTH INSURANCE					
Dept 000					
600-000-10113	PETTY CASH WELLNESS	COLUMBUS AREA CHAMBER OF	COLUMBUS BUCKS-PACE PROGRAM	1,120.00	
Total For Dept 000				1,120.00	
Dept 600 HEALTH INSURANCE					
600-600-53600					
	HEALTH ADMINISTRATION	AUXIANT	STOPLOSS PREMIUM, FEES	59,730.19	
Total For Dept 600 HEALTH INSURANCE				59,730.19	
Total For Fund 600 HEALTH INSURANCE				60,850.19	
Fund 999 PAYROLL CLEARING					
Dept 000					
999-000-21510	HEALTH ACCOUNT PAYABLE	AUXIANT	HEALTH FUNDING	105,683.86	
999-000-21530	FLEXIBLE SPEND PAYABLE	AUXIANT	FLEX FUNDING	11,658.34	
Total For Dept 000				117,342.20	
Total For Fund 999 PAYROLL CLEARING				117,342.20	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
EXP CHECK RUN DATES 02/04/2025 - 02/04/2025
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

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

Fund 100 GENERAL FUND	506,240.29
Fund 160 PLATTE CO LIBR	28.72
Fund 200 STREETS/ENGINEE	53,016.19
Fund 205 AIRPORT	2,580.97
Fund 206 DOWNTOWN BID	930.00
Fund 220 COMMUNICATIONS	12,696.10
Fund 500 UTILITY SERVICE	28,068.00
Fund 520 WATER	50,979.99
Fund 560 STORMWATER UTIL	7,251.71
Fund 570 SOLID WASTE DIV	3,856.26
Fund 600 HEALTH INSURAN	60,850.19
Fund 999 PAYROLL CLEARIN	117,342.20
Total For All Funds:	<u>843,840.62</u>

5. APPROVAL OF MINUTES - Included in Consent Agenda

6. SPECIAL PRESENTATIONS

6.A. Annual Report from the Library Board.



Columbus Public **LIBRARY**

connecting people and ideas

Annual Report



Fiscal Year 2023/2024

Director's Report

In the life of the Columbus Public Library, this last year was a time of adaptation and growth. The new Columbus Community Building had only been open for three months at the beginning of the fiscal year. The beautiful new building generated a great deal of interest and usage surged. However, the building was still under construction which required the patrons and staff to be very flexible.

Meticulous planning went into designing where all of the furniture, shelves and materials would be located. Once the staff moved into the building however, the previous plan just did not fit as expected. The staff enjoyed experimenting over the year by just trying out arrangements and watching how the patrons reacted. Gradually, the proper placement of objects became more apparent.

The new building brought in many new patrons. There was a 16 percent increase of registered borrowers over the previous year. In addition, many long dormant library card users returned to begin using the library again. Circulation of the physical materials was up 20 percent and program attendance was up 31 percent. The meeting rooms were in constant demand. Their usage was up 328 percent over the previous year.

One item that was a continuous struggle was staffing at the library. With twelve part-time positions, it is difficult to keep staff long term. Half of the part-time people were hired in the last year. With all of the turn-over, the library was constantly training new staff. It takes, at a minimum, a year to properly train a staff member.

The library also hired two new full-time staff. This was an opportunity for the library to reconfigure the two librarian-level staffing positions. Long-time Children's Librarian, Brad Hruska, took on a new role as the Business Librarian. The Teen and Children's Librarian positions were then consolidated into a Youth Librarian position. The library was lucky to have Kelli Keyes, the well-respected former customer service manager, agree to return to the library in this position. Also, Melodee Pedersen was elevated to the Library Assistant III Customer Service position when it became vacant.

After a year in the new building, library staff and the patrons were more comfortable in the building. Decorations were added, thanks to the Friends of the Library including pillows and throws. Staff have settled into their office spaces and the circulation desks all seem to finally be organized to everyone's satisfaction. The building is a beautiful space, and the library staff all feel lucky to be able to work within it.

**Columbus
Public Library
Board of Directors**

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

**Columbus Library
Foundation
Board of Trustees**

Susie Bopp-Esch
Anne Kinnison
Erin Settles
Larry Brenner
Adam Divo
Carol Keller
Jessica Wiig

**Friends of CPL
Board of Directors**

Elizabeth Millard
Peggy Roth
Melodee Pedersen
Sue Murphy
Gayleen Hingst
Jeanette Jackson
Ramona Kluth
Kelli Keyes

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.

Yearly Per Capita Operating Budget: \$61

REVENUE

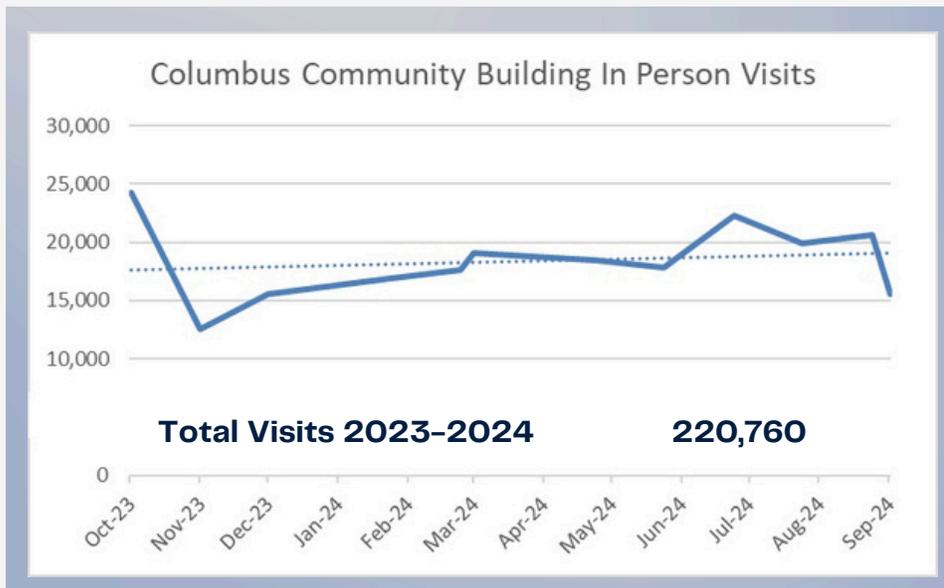
City of Columbus	1,436,462
Donations, Foundation, Fees	52,907
State Grants	3,875
Total Operating	1,493,244
Capital	503,000

EXPENSES

Personnel	1,004,758
Operating	397,197
Materials	91,197
Total Operating	1,493,244
Capital	1,316,798

Impact on the Community

Cardholders	17,354	↑ 15.6%
Materials Checked Out	161,875	↑ 18.2%
Events Held	319	↑ 40.5%
Event Attendance	6,110	↑ 31.1%
Computer Uses	11,924	↑ 34.1%
Meeting Room Uses	1803	↑ 328.3%



Sister City Comparison

2021-2022

2021.22	Population	Hours	Local Revenue	Staff Expenses	Operating Expenses	FTE
Columbus	24,123	3,380	\$1,308,206	\$1,024,984	\$1,352,657	14.13
Norfolk	24,967	3,276	\$1,837,535	\$1,083,279	\$1,605,269	16.28
Fremont	27,743	2,438	\$1,396,580	\$751,113	\$1,110,648	11.50

2021.22	Circulation		Events	
	Materials	/capita	Attendance	/capita
Columbus	157,845	6.54	13,189	0.55
Norfolk	236,197	9.46	9,191	0.37
Fremont	156,448	5.64	16,873	0.61

2021.22	Materials Collection			
	Expenses	% Operating	Size	Size/Capita
Columbus	\$114,389	8.46	51,132	2.12
Norfolk	\$242,930	15.13	96,923	3.88
Fremont	\$116,672	10.50	53,978	1.95

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

LIBRARY HOURS

The Library shall be open to serve the public during the following hours:

Sunday	1 PM to 5 PM
Monday thru Thursday	9 AM to 8 PM
Friday thru Saturday	9 AM to 5 PM

HOLIDAY CLOSINGS OF THE PUBLIC LIBRARY

NEW YEARS DAY:

If January 1st falls on a Saturday, close Friday and Saturday. If January 1st falls on Sunday, close Sunday and Monday. If January 1st falls on a weekday, close Library that day.

PRESIDENTS DAY: (Third Monday in February)

Close the Library just that day.

EASTER SUNDAY: (Close just that day)

MEMORIAL DAY: (last Monday in May)

Observe a 2-day holiday (Sunday and Monday)

JULY 4TH:

If July 4th falls on a Saturday, close Friday and Saturday. If July 4th falls on a Sunday, close Sunday and Monday. If July 4th falls on a weekday, close Library for that day.

LABOR DAY: (first Monday in September)

Observe a 2-day holiday (Sunday and Monday)

VETERANS DAY: (November 11th)

If Veterans Day falls on a Saturday, close Friday and Saturday. If Veterans Day falls on a Sunday, close on Sunday and Monday. If Veterans Day falls on a weekday, close the Library that day.

THANKSGIVING: (Thursday and Friday)

Close Library both of those days but reopen Library for Saturday and Sunday.

CHRISTMAS DAY: (December 25th)

If December 25th falls on a Saturday, close Friday and Saturday. If December 25th falls on a Sunday, close Sunday and Monday. If December 25th falls on a weekday, close the Library just that day.

The Library will close at 5:00 PM on the eves of Thanksgiving and New Year's Day.

The Library will close at 12:00 PM on the eve of Christmas.

CLOSINGS OF THE LIBRARY

The library building may be closed to the public because of severe inclement weather or natural disasters. The Library Director, in consultation with the City Administrator, shall determine the need for closing the building. The decision should be relayed to the President of the Library Board as soon as possible. Proper and full public announcements should be made regarding the library closing. Such closing should be reported in the Library Director's monthly report.

Whenever it is necessary to close the Library for a non-emergency, the Library Board reserves the right to be consulted at a regularly scheduled Library Board meeting.

Adopted by the Library Board on 11/10/1988, revised 7/22/1993, 7/14/1994, 9/12/2002, 10/13/2011, effective 1/3/2012, edited and combined "Closings of the Library" (Adopted by the Library Board on 1/10/2002, revised 6/8/2006, 12/10/2009, 12/12/2019) and "Holiday Closings of the Library" (Adopted by the Library Board on 11/9/1995, revised 1/10/2002, reviewed 8/10/2006, revised 2/12/2009, 1/8/2015, 3/11/2021, 6/29/2023, 1/16/2025).

7. PUBLIC HEARINGS - None

8. PETITIONS AND COMMUNICATIONS - None

9. REPORTS OF CITY OFFICES - None

10. REPORTS OF COUNCIL COMMITTEES - None

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION - None

13. NEW BUSINESS

13.A.Appointment of Laura Hespen as police officer.



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

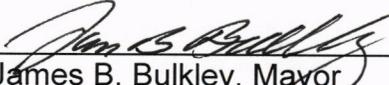
MEMORANDUM

DATE: January 29, 2025
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Appointment

With your permission, I wish to submit the name **Laura Hespen** for conditional appointment as Police Officer, subject to successful completion of all tests and training. The Civil Service Commission certified this candidate at their August 20, 2024 meeting. Per Council Rules, the two-week waiting period for the appointment of a Police Officer is waived.

Laura Hespen is a resident of Columbus, Nebraska. She graduated from Schuyler High School, and has taken coursework at Central Community College. She has past experience as a Correctional Officer for the Platte County Sheriff's Office, and served in the U.S. Marine Corps Reserves for three years. Laura has attended the Nebraska Law Enforcement Training Center, and is currently employed as a Deputy Sheriff at the Butler County Sheriff's Office.

Ms. Hespen will participate in the Columbus Police Department's Field Training program. This is a budgeted position.


James B. Bulkley, Mayor

13.B. Application from American Heart Association, Inc. for special designated liquor license at 4174 63 Avenue from 5 p.m. to 10:59 p.m. February 27, 2025, for a fundraiser.



COLUMBUS POLICE DEPARTMENT

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

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

FROM: CHARLES L SHERER, CHIEF OF POLICE 

DATE: JANUARY 28, 2025

SUBJECT: LIQUOR LICENSE
APPLICATION FOR SPECIAL DESIGNATED LICENSE
AMERICAN HEART ASSOCIATION, INC.
4174 63RD AVENUE (PRIME 10 STEAKHOUSE)
COLUMBUS, NEBRASKA
CHRIS SHIVES, EVENT SUPERVISOR

This application for special designated license is for the purpose of selling bottled beer, wine, and distilled spirits to attendees of an event on February 27th, 2025 from 5:00 P.M. until 10:59 P.M. This event will be held inside Prime 10 Steakhouse located at 4174 63rd Avenue. The area will be approximately 80 feet by 210 feet. There will be a single entry point and they will be checking IDs. All servers will also be 19 years or older. They will also have security present. The event will be supervised by Chris Shives.

This report will serve as notice that local law enforcement has been informed in advance of this event.

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

150603

American Heart Association, Inc.

License #

Licensee Name/Non-Profit Organization

Event location name: Prime 10 Steakhouse

Event address/location: 4174 63rd Ave., Columbus, NE 68601

Event Type: Fundraising Dinner

Event date(s): 2/27/25

Event start time(s): 5:00 PM

Event end time(s): 10:59 PM

Indoor area to be licensed in length & width: 80 x 210

Outdoor area to be licensed in length & width: N/A x N/A (Must submit a diagram)

Estimated number of attendees: 400

Alternate dates/times: N/A

Alternate location name/location: N/A

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Chris Shives Event contact phone number: 402-810-6847

Event contact Email: chris.shives@heart.org

*Signature Authorized Representative: _____
E-SIGNED by Melissa Wilkinson SVP, Business Accounting and
on 2025-01-16 22:15:08 GMT Operations

Local Governing Body completes below:

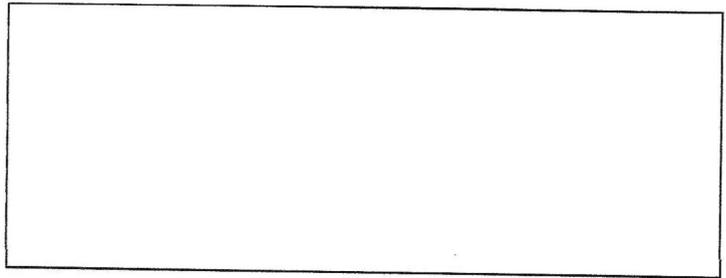
The local governing body for the City of _____ **OR**
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

APPLICATION FOR SPECIAL DESIGNATED LICENSE
Non-Profit Applicants ONLY

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/
Email Applications: michelle.porter@nebraska.gov



This page is required to be completed by Non-Profit applicants only.

Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

American Heart Association, Inc.

NAME OF CORPORATION

13-5613797

FEDERAL ID NUMBER

[Handwritten Signature]
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT. IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 24th DAY OF May 2024

[Handwritten Signature]
NOTARY PUBLIC SIGNATURE & SEAL



STATE OF NEBRASKA



LIQUOR LICENSE

150603

Non Profit Registration

Valid From Jun 05, 2024 Until Jun 04, 2027

UNLESS SOONER REVOKED, SUBJECT TO THE PROVISIONS OF SAID ACT AND SUCH RULES AND REGULATIONS AS MAY HAVE BEEN OR MAY HEREAFTER BE PROMULGATED OR ADOPTED.

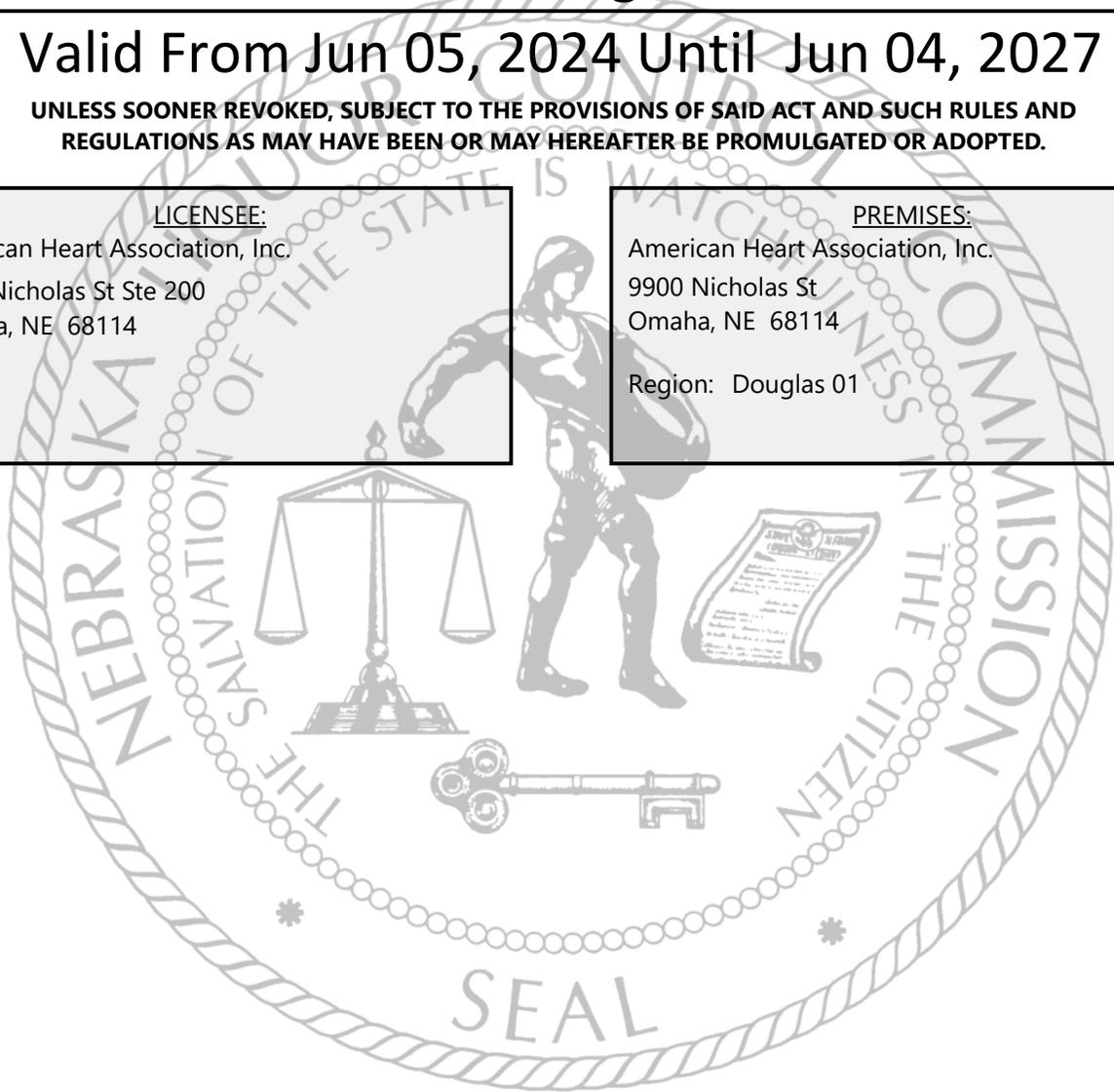
LICENSEE:

American Heart Association, Inc.
9900 Nicholas St Ste 200
Omaha, NE 68114

PREMISES:

American Heart Association, Inc.
9900 Nicholas St
Omaha, NE 68114

Region: Douglas 01



Attest

A handwritten signature in black ink, appearing to read "H. B. Rupp", is written over a horizontal line.

Executive Director



NEBRASKA LIQUOR CONTROL COMMISSION

A handwritten signature in black ink, appearing to read "Dennis E. Eddy", is written over a horizontal line.

Chairman

13.C.Application from SKL LLC dba Maria's Authentic Mexican Cuisine/Riverside Lounge for addition to liquor license at 265 33 Avenue to include ballroom area.



COLUMBUS POLICE DEPARTMENT

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

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

FROM: CHARLES L SHERER, CHIEF OF POLICE 

DATE: JANUARY 28, 2025

SUBJECT: LIQUOR LICENSE
APPLICATION FOR ADDITION TO LIQUOR LICENSE
MARIA'S AUTHENTIC MEXICAN CUISINE/RIVERSIDE LOUNGE
265 33RD AVENUE
COLUMBUS, NEBRASKA
STEVEN KL LUONG, PREMISES MANAGER

This application for an addition to the licensed area to include the serving of beer, wine and distilled spirits in the ballroom which is located inside of the business located at 265 33rd Avenue.

This report will serve as notice that local law enforcement has been informed in advance of this addition.

Nickeson, Linda

From: Riverside <riversidelounge2024@gmail.com>
Sent: Thursday, January 23, 2025 1:53 PM
To: Nickeson, Linda
Subject: Change of address

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

This is Steven, applicant of SKL License. I had submitted an application for an addition and I unfortunately mis typed on the application form the address. If you can change that to 265 33rd Avenue that would be great. Thank you



Nebraska Liquor Control

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

Application Copy

File Number: 67710

AMENDMENT TYPE Addition to Licensed Area	APPLICATION DATE RECEIVED 2025-01-21
PREMISES TYPE Converted	PREMISES NAME MARIA'S AUTHENTIC MEXICAN CUISINE/ RIVERSIDE LOUNGE
OPERATOR SKL LLC	CORPORATE LIMIT DESIGNATION Inside
LEASE OR OWN Lease	EXPIRATION DATE 2025-11-26
PHYSICAL ADDRESS 265 S 33RD AVE COLUMBUS, NE 68601-6403	
MAILING ADDRESS 3369 33RD AVE COLUMBUS, NE 68601-1413	
CONTACT NAME LUONG, STEVEN KL	PREFERRED CONTACT METHOD Email
CONTACT PHONE (402) 835-4350	ALTERNATE PHONE
FAX	EMAIL RIVERSIDELOUNGE2024@GMAIL .COM

PREMISES MANAGER

STEVEN KL LUONG

PREMISES MANAGER EMAIL

STEVEN.LUONG@DOANE.EDU

QUESTIONS

Class C Beer, Wine Spirits On an

1. Current Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*

L510, W220 for Entire Building

2. New Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*

Dimension of desired space to license within the building is L81, W38

3. What is being added, deleted or changed? Explain the type of addition/deletion/reconstruction, i.e. beer garden, adding to the building, storage area being removed. Fencing is required for outdoor areas.

addition is a space called the "ballroom" inside the building next to the restaurant and lounge. Has its own entrance inside the building.

4. Is there an outdoor area?

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

No

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

No

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

1st Floor

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

No

8. Would the premises to be licensed be within 300 feet of a college campus or university?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Additional Document	20250120_171429.jpg	
Additional Document	20250120_171458.jpg	
Additional Document	20250120_171535.jpg	
Premises Description & Diagram	20250121_165315.jpg	
Additional Document	20250120_171542.jpg	
Lease / Deed / Purchase Agreement	20240909_104429.jpg	
Lease / Deed / Purchase Agreement	20240909_104445.jpg	
Lease / Deed / Purchase Agreement	20240909_104421.jpg	
Lease / Deed / Purchase Agreement	20240909_104401.jpg	
Lease / Deed / Purchase Agreement	20240909_104410.jpg	
Lease / Deed / Purchase Agreement	20240909_104341.jpg	
Lease / Deed / Purchase Agreement	20240909_104334.jpg	

APPLICANT

Steven Luong

DECLARATION

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

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

Riverside Lounge
(SKL License)

Maria's Restaurant
(SKL License)

Hotel Entrance

* Ballroom *
(Desire to License)

81 feet in Length

38 feet in width

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is dated this **26th** day of August, 2024, (08/26/2024) by and between **iKhanic Hospitality NE LLC**, A Wyoming limited liability company, hereinafter referred to as "Landlord", and **SKL LLC**, a Nebraska limited liability company, hereinafter referred to as "Tenant".

WITNESSETH:

- 1. LEASED PREMISES:** For and in consideration of the rents and covenants hereinafter contained, Landlord does hereby rent to Tenant, and Tenant leases from Landlord, the "Premises", which includes the following described real estate: Quality Inn Hotel & Convention Center ("Hotel") which includes the bar, restaurant, ballroom, discovery island pool, courtyard/convention space located at 265 33rd Ave, Columbus, Nebraska 68601.
- 2. USE OF PROPERTY:** The Premises may be used by Tenant for all uses reasonable and necessary for the operation of a restaurant, bar, and video lottery business, provided that such uses are not otherwise prohibited by applicable law, subject to the terms and conditions of this Lease. Landlord shall have the sole right to approve Tenant's hours of operation of the restaurant, bar, Entirety of Quality Inn Hotel and Convention Center includes within the hotel restaurant, lounge, discovery pool area, ball room and hotel rooms. Tenant shall have the right to install tenant identification signage on the Premises and the building at Tenant's sole cost and expense, within the permitted signage space, provided such signage complies with all applicable laws and all published or recorded rules, regulations, warranties, and restrictions and approved in writing by Landlord. Tenant shall provide all plans, specifications, and copies of the proposed contracts and necessary permits required for the installation of signage prior to giving written consent. Tenant is responsible for removing signage and to make any necessary repairs after signage removal and shall restore the surface on which the signage was installed to its preinstallation condition. Tenant should be responsible for obtaining liquor license.
- 3. TERM:** The term of this Lease shall be for a period of **15 months**, commencing on the Effective Date, subject to the conditions as set forth in this Lease. This Lease shall be effective and binding in accordance with its terms as of the Effective Date upon the parties' mutual execution of this Lease. Upon mutual agreement of the parties, the Lease may be renewed for additional terms with adjustment to the rent or other terms as may be agreed. The Term and any subsequent renewal term agreed to by the parties shall be referred to as the "Term". Exit clause will allow the tenant to pay 2(Two) month's rent to exit out of the remaining term of the lease.
- 4. RENT AND OTHER OBLIGATIONS:** Tenant shall pay to Landlord as rent each month, the following amounts: a. Tenant will pay as follows: First **3(Three) Months: \$5,500.00** (Five Thousand, Five Hundred Dollars), Final **12(Twelve) Months: \$7,000.00** (Seven Thousand dollars) 2 b. Tenant shall provide all sales reports to Landlord each month for the prior month's sales. c. The Restaurant will be required to maintain and stock the rest rooms located directly in front of the restaurant. d. Tenant will be required to furnish financials and tax reports upon request by Landlord. All rent payments shall be paid to Landlord by Tenant by the Tenth (10th) day of every month. Tenant shall pay Landlord a daily \$200 service charge for any Rent payment not paid on or before the 10th day of the month to cover the extra expense and work involved in collecting and handling delinquent payments. Security Deposit of \$10,000.00(Ten thousand dollars) will be required.

5. INSURANCE: a. LIABILITY INSURANCE - TENANT. Tenant, at its sole cost and expense, shall obtain and keep in force a Commercial General Liability policy of insurance protecting Tenant against claims for bodily injury, personal injury and property damage, based upon or arising out of the Tenant's use, occupancy and/or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence. Tenant shall add Landlord or Landlord's assigns as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Tenant's indemnity obligations under this Lease. Tenant shall carry like coverage against loss or damage by a boiler or internal explosion by boilers, if there is a boiler on the Premises. The limits of such insurance shall not, however, limit the liability of Tenant nor relieve Tenant of any obligation under this Lease. The insurance required under this paragraph shall be considered primary and non-contributory with similar insurance coverage carried by Landlord, whose insurance shall be considered excess insurance only. If requested by Landlord, Tenant shall provide an endorsement on its liability policy in this regard. b. PROPERTY INSURANCE. Landlord shall obtain and keep in force a policy or policies in the name of Landlord, with loss payable to Landlord, and to any lender or assign of Landlord insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises as the same shall exist from time to time, or the amount required by any lender of Landlord, but in no event more than the available insurable value thereof. Such insurance shall contain exclusions and coverages that Landlord determines, in Landlord's reasonable discretion, to be necessary or appropriate. If the coverage is available and commercially appropriate, in Landlord's reasonable discretion, such policy or policies shall insure against all risks of direct physical loss or damage, including rental value (except the perils of flood and/or earthquake unless required by Landlord's lender), including coverage for debris removal and the enforcement of any applicable laws, covenants or restrictions of record, regulations, and ordinances requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies may also contain an agreed valuation provision in lieu of any coinsurance clause and a deductible clause, if Landlord determines, in Landlord's reasonable discretion, that such provision or clause is necessary or appropriate. If such insurance coverage has a deductible, then the deductible will be an amount that Landlord determines, in Landlord's reasonable discretion, to be appropriate. Tenant shall be liable for such deductible amount in the event of an insured loss only to the extent such insured loss was caused by or the result of Tenant, Tenant's agents, employees, or contractors, or such party's negligent or intentional acts or omissions. c. ADDITIONAL TENANT INSURANCE. (i) Property Damage. Tenant shall obtain and maintain at its sole cost and expense insurance coverage on all of Tenant's personal property, trade fixtures, inventory, and equipment located on or within the Premises. The proceeds from any such insurance shall be used by Tenant for the replacement of Tenant's personal property, trade fixtures, inventory, and equipment. Landlord is not responsible for any losses to Tenant's personal property. (ii) Worker's Compensation Insurance. Tenant shall obtain and maintain, at its sole cost and expense, Worker's Compensation Insurance in such amount as may be statutorily required. (iii) No Representation of Adequate Coverage. Landlord makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Tenant's property, business operations, or obligations under this Lease. d. INSURANCE POLICIES. Tenant shall not do nor permit to be done anything that invalidates the required insurance policies. No later

than five (5) business days prior to the estimated Effective Date, Tenant shall provide to Landlord a certificate of insurance evidencing the insurance Tenant is required to maintain under this Lease and that the insurance company will not terminate said insurance without giving Landlord at least thirty (30) days written notice. If Tenant shall fail to procure and maintain the insurance required to be carried by it, Landlord may, but shall not be required to, procure and maintain the same and invoice the other parties for the premiums of said policy. e. WAIVER OF SUBROGATION. Anything in this Lease to the contrary notwithstanding, Tenant and Landlord each hereby release and relieve the other from all rights of recovery, claim, action or cause of actions, and waive their entire right to recover against the other, for any loss or damage that may occur to the Premises or a part, or to any personal property, trade fixtures, inventory or equipment located on or within the Premises or attached to the building, by reason of fire or the elements, or such other cause or hazard covered by the property insurance required to be maintained under this Lease by Tenant and Landlord, regardless of cause or origin, occurring on or after the Effective Date of this Lease. The parties will each look to their own insurance for recovery of any loss resulting from fire or other casualty. The foregoing waiver shall not apply to the extent of Tenant's obligation to pay deductibles and rent as set out in this Lease. Each party to this Lease agrees to promptly give the insurance company that has issued the property insurance policies, including fire and extended coverage insurance policies, under this Lease, written notice of the terms of the waiver as contained in this paragraph, and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason of the waiver contained in this paragraph.

6. HOLD HARMLESS: Tenant agrees to comply with all applicable laws, rules, ordinances, regulations, and restrictions of the city, county, the State of Nebraska, and the United States related to the Premises, together with all other applicable recorded restrictions and written warranties, and Tenant agrees to indemnify, defend, and hold Landlord its members, employees and officers harmless from any liability, loss, cost, or claim for damages or injury arising out of Tenant's use and occupation of the Premises or resulting from the failure of Tenant to perform its obligations under this Lease, except to the extent that the foregoing arises from the intentional acts or gross negligence of Landlord, its agents, employees, licensees or contractors. Except as otherwise set forth in this Lease, Landlord agrees to indemnify, defend and hold Tenant harmless from any liability, loss, cost or claim for damages or injury or obligation to the extent arising from conditions existing on the Premises prior to the Effective Date, or to the extent resulting from the failure of Landlord to perform its obligations under this Lease, except only to the extent that any of the foregoing arises from the acts or omissions of Tenant, its agents, employees, licensees or contractors, including Tenant's failure to perform its obligations under this Lease.

7. TOXIC OR HAZARDOUS MATERIALS: Tenant shall not store, use, or dispose of any toxic or hazardous materials in, on, or about the Premises without the prior written consent of Landlord. Tenant shall be solely responsible for and shall defend, indemnify, and hold Landlord, its agents and employees, harmless from and against all claims, costs, liabilities, including attorney's fees and costs, arising out of or in connection with the Tenant's storage, use, or disposal of any 5 toxic or hazardous material in, on, or about, the Premises. Tenant's obligations under this Section shall survive the termination of this Lease.

8. CONDITION OF PREMISES: Tenant acknowledges that it has inspected the Premises and Tenant accepts the Premises in its current condition. At the end of the Term, Tenant, at its expense, shall (i) surrender the Premises in the same condition as it existed on the Effective Date, reasonable wear and tear excepted; (ii) have removed all of Tenant's property from the Premises; (iii) have repaired any damage to the Premises caused by the removal of Tenant's property; and (iv) leave the Premises free of trash and

debris. If Tenant fails to comply with this Section, Landlord may cause the Premises to be cleaned and repaired and may recover the cost of such work from Tenant.

9. MAINTENANCE AND UPKEEP: Landlord shall keep the foundations, exterior walls, and roof in good repair, and if necessary or required by proper governmental authority, make modifications or replacements thereof. Tenant shall be required to make any such repairs, modifications or replacements that become necessary by reason of the negligence or acts of Tenant, its agents, employees, or customers. Tenant acknowledges that the lavatories located in the leased Premises are Tenant's responsibility to clean and maintain. Tenant shall repair, replace and keep in good order, ordinary wear and tear excepted, the Premises and all of the building equipment contained therein, including but not limited to, plumbing, electrical fixtures and all kitchen equipment serving the Premises. Landlord shall at all times have access to the premises, building and equipment, and may enter the Premises for the purpose of repairing and maintaining the same with prior notice to Tenant. Tenant shall permit no waste, damage or injury to the Premises.

10. AFFIXING AND REMOVING PROPERTY: No alteration, improvement, or addition to the Premises shall be made without the written consent of Landlord, which shall not be unreasonably denied. Except for Tenant's personal property and trade fixtures, all buildings, repairs, alterations, additions, improvements, installations, and other non-trade fixtures installed or erected on the Premises, whether by or at the expense of Tenant or Landlord, shall belong to Landlord and shall remain on and be surrendered with the Premises at the expiration of the Term. However, at Landlord's option, Tenant shall remove Tenant's alterations or improvements prior to the expiration of the Term and return the Premises to its original condition.

11. ASSIGNMENT AND SUBLETTING: Tenant shall not assign, sublet, transfer, encumber, or pledge this Lease, nor permit the whole or any part of the Premises to be occupied by others without the written consent of Landlord. For the purpose of this provision, any transfer of a majority or controlling interest in Tenant (whether in one or more related or unrelated transactions), whether by transfer of interests, consolidation, merger, transfer of assets, or by operation of law, shall be deemed an assignment of this Lease. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain directly, primarily, and fully responsible and liable for the payment of the rent and compliance with the other obligations under the terms and provisions of this Lease. 6 12. RIGHT OF ENTRY: Landlord or Landlord's agents and employees may enter at reasonable hours to inspect or show the Premises to prospective lenders and purchasers, and to do anything Landlord may be required to do under the terms of this Lease or which Landlord may deem necessary for the good of the Premises.

13. DESTRUCTION OF PREMISES: If the Premises are partially destroyed or damaged in a manner that prevents Tenant from using the Premises in a normal manner consistent with the ordinary operation of Tenant, and if the damage is reasonably repairable within four (4) months after the occurrence of the destruction, and if the cost of repair is covered by insurance, Landlord shall repair the Premises within said four (4) months using the insurance proceeds, and all Base Rent shall abate during the period of the repair in the proportion that the rentable area of the portion of the Premises that Tenant is prevented from using (and does not use), bears to the total rentable area of the Premises, unless such damage or destruction has been caused by the fault of Tenant, in which case there will be no abatement. If the damage or destruction was caused by the negligence, acts or omissions of Tenant, then Tenant shall be responsible for the cost of repairs in excess of the insurance required to be carried under this Lease and

Tenant shall be responsible for the amount of any deductible actually paid by Landlord (notwithstanding any termination of this Lease). If the damage is not repairable within four (4) months after the occurrence of the destruction, then either party may elect to terminate this Lease by giving to the other party written notice within ten (10) days after being provided notice that the damage is not repairable within four (4) months. If any portion of the cost of repairs is uninsured, then Landlord may elect to terminate this Lease by giving written notice to Tenant within thirty (30) days after being provided notice that any portion of the cost of repairs is uninsured. Any such termination shall be effective as of the date of the casualty event. Notwithstanding any such termination, Tenant shall work with Landlord to ensure that the insurance proceeds (other than Tenant's personal property insurance proceeds) are paid to Landlord. Tenant will hold Landlord harmless from any loss of income of Tenant as a result of any damage to or destruction of the Premises. Subject to the other terms of this Lease, Landlord shall make such repairs promptly and in such a manner as not to unreasonably interfere with Tenant's occupancy.

14. CONTRACTOR'S LIENS: Neither Tenant, nor anyone claiming through Tenant, shall have the right to file contractor's liens (f/k/a mechanic's liens) or any other kind of lien on the Premises. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are reasonably necessary in order to keep the Premises free of all liens resulting from construction done by or for Tenant. Should any such liens be filed or recorded against the Premises with respect to work performed for, or materials supplied to or on behalf of, Tenant, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within thirty (30) days after notice thereof. 7

15. ENCUMBRANCE OF REAL ESTATE: The Tenant shall not encumber the real estate in any manner, including causing any lien, mortgage, debt, or liability to be placed against the real estate at any time, except as allowed by the Landlord, in Landlord's sole discretion.

16. EMINENT DOMAIN: If all or part of the Premises be taken under eminent domain so that the Premises are unsuitable, in Tenant's reasonable opinion, for Tenant's use, then this Lease shall terminate as of the date that title vests in the acquiring authority and the rent charges shall be adjusted to such date. The Landlord shall be entitled to the proceeds of the eminent domain award to Landlord. Nothing herein shall be construed to prevent Tenant from separately pursuing a claim against the requisite authority for Tenant's independent loss or damage to the extent available; however, no award to Tenant shall reduce the award to Landlord. Tenant shall have no claim against Landlord for the value of the unexpired term of this Lease.

17. NOTICES: Any notice given under this Lease may be given by (a) mailing written notice, postage prepaid, certified mail, return receipt requested, or (b) personal delivery. Notice shall be addressed to:

Landlord: iKhanic Hospitality NE LLC 265 33rd Ave Columbus, NE 68601

Tenant: SKL LLC 265 33rd Ave Columbus, NE 68601

18. DEFAULT:

a. DEFAULT BY TENANT. Tenant shall be in default if (i) Tenant's fails to make any payment of rent or other obligations as and when due, where such failure continues for a period of five (5) days after receipt of written notice thereof from Landlord to Tenant; provided, however, that such notice shall be in

lieu of, and not in addition to, any notice required under applicable law; (ii) Tenant fails to perform any of its agreements and obligations contained in this Lease, other than as described in the previous sentence, and fails to cure such default within thirty (15) days after receipt of written notice by Landlord, unless such compliance reasonably takes longer than thirty (15) days and Tenant diligently pursues completion of performance and compliance. If Tenant is in default, Landlord may do any one or more of the following: (i) enter upon the Premises either with or without process of law and expel, remove, and put out Tenant or any other persons, together with all personal property; (ii) terminate this lease; (iii) lease the Premises or any part of the Premises upon such terms and 8 conditions as Landlord may deem appropriate; (iv) bring an action to enforce the Lease; (v) pursue any and all other remedies allowed or provided by Nebraska law. Notwithstanding anything contained herein to the contrary, following any termination of this Lease by Landlord in accordance with this Section, Landlord agrees to use reasonable efforts to re-let the Premises in order to mitigate Landlord's damages in the event of a default by Tenant under this Lease.

b. DEFAULT BY LANDLORD: If Landlord fails to comply with its obligations under this Lease, Tenant may, at its option, and in addition to all other remedies available at law or equity (other than termination), perform such obligations on Landlord's behalf, provided Tenant first delivers to Landlord a ten (15) day written notice (except in a life-threatening situation) indicating that Tenant will be performing such obligation(s) if Landlord fails to perform such obligation(s) within such additional ten (15) day period; provided, further, however, that if the nature of Landlord's failure is such that more than ten (15) days are required for Landlord to complete its obligation, then Tenant shall not commence to perform such obligation of Landlord if Landlord commenced the applicable obligation within such ten (15) day period and thereafter diligently prosecutes such maintenance, repair or replacement to completion. Any work performed by or on behalf of Tenant shall be performed in accordance with all applicable laws, ordinances, rules, warranties and regulations. Landlord shall reimburse Tenant for Tenant's reasonable out-of-pocket costs and expenses incurred in connection with the exercise of such right to the extent not covered by Tenant's insurance or a maintenance contract within thirty (30) days after receipt of an itemized invoice for such costs and expenses.

19. QUIET POSSESSION: Landlord agrees, so long as Tenant fully complies with all of the terms, covenants, and conditions of this Lease, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises for the Term, and such right to quiet enjoyment shall be binding upon Landlord, its heirs, successors, or assigns, but only during such party's ownership of the Premises. 20. ATTORNEYS' FEES: If Landlord or Tenant institutes an unlawful detainer or breach of lease action against the other relating to this Lease or any default under this Lease, then the prevailing party shall be entitled to recover all of its reasonable costs and expenses in connection therewith, including, but not limited to, reasonable attorneys' fees actually incurred, from the non-prevailing party. The attorneys' fees and legal costs award shall not be computed according to any court fee schedule, but shall be sufficient to fully reimburse all attorneys' fees and costs reasonably incurred in good faith by the prevailing party. 21. SUBORDINATION: This Lease shall be subject and subordinate at all times to any existing mortgages and any mortgages hereinafter obtained on the Premises.

22. WAIVER: No delay or omission in the exercise of any right or remedy of Landlord in the event of any default by Tenant, or of Tenant in the event of any default by Landlord, shall impair such right or remedy or be construed as a waiver. Any waiver by Landlord of any breach or default by Tenant shall not be deemed or construed a continuing waiver for any subsequent breach or default.

23. LANDLORD TRANSFERS AND LIABILITY: Landlord may, without restriction, sell, assign or transfer in any manner all or any portion of the Premises, any interest therein or any of Landlord's rights under this Lease. If Landlord assigns its rights under this Lease, then Landlord shall automatically be released from any further obligations hereunder. The Security Deposit of \$10,000 (ten thousand dollars) shall be refunded to the tenant upon checking of the premises condition. Condition shall be the same as it was given prior to lease.

24. SUCCESSORS AND ASSIGNS: Subject to the foregoing provisions of this Lease, the provisions of this Lease shall not run with the Premises and shall be binding upon and shall inure to the benefit of the parties, their respective successors, personal representatives and assigns and this Lease may be executed in separate counterparts, each of which shall be deemed an original and all of which duly shall constitute the same instrument.

25. ESTOPPEL CERTIFICATES: Tenant shall at any time, upon not less than ten (10) days written notice, execute, acknowledge, and deliver to Landlord or to any lender of or purchaser from Landlord a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if modified stating the nature of such modification) and the date to which the rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the party of Landlord or specifying such defaults if they are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances of the Premises or the business of Landlord.

26. AUTHORITY: Each individual executing this Lease on behalf of Tenant and Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant and Landlord, respectively, in accordance with the bylaws, operating agreement, and resolutions of said limited liability company, as the case may be, and that this Lease is binding upon Tenant and Landlord.

27. GOVERNING LAW: This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska, without reference to principles of conflicts of laws.

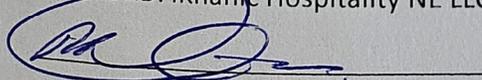
28. TIME: Time and strict and punctual performance are of the essence with respect to each provision of this Lease.

29. SEVERABILITY: If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future law, then the remainder of this 10 Lease shall not be affected thereby. Tenant will pay rent without any right of offset or deduction, except as otherwise set forth in this Agreement.

30. ENTIRE AGREEMENT: This Lease constitutes the entire agreement of the parties and it may be changed, modified or terminated, only by an agreement in writing signed by the parties. There are no covenants, promises, assurances, representations, warranties, statements, conditions, or understandings, either oral or written, between them, other than as herein set forth.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the Effective Date.

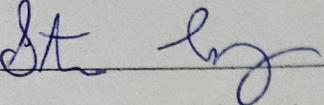
LANDLORD: iKhanic Hospitality NE LLC By:



Muhammad Zubair Khan, Member

TENANT:

SKL LLC

By:  _____

Steven Luong, Owner/member

13.D. Quote from SEi in the amount of \$25,230.15 for camera system upgrades for the north water plant.

Information Technology

☎ 402-562-4242

@ it@columbusne.us



City of Columbus

City Hall

2500 14th St., Suite 3

P. O. Box 1677

Columbus, NE 68602

MEMORANDUM

DATE: 1/21/2025
TO: City Administrator / Mayor / City Council
FROM: Matt Soukup
RE: North Water Plant Camera System Upgrade

RECOMMENDATION:

I recommend the approval of the SEI North Water Plant Cameras Upgrade, SEI Booster Station Cameras Upgrade, and Sirius Cisco Hardware Purchase proposals.

DISCUSSION:

The North Water Plant and Booster Station camera systems are failing and need to be upgraded. Current video systems are over 10 years old. This upgrade will give better video coverage of the sites and allow easier access to the recordings.

FISCAL IMPACT:

Initial cost will be SEI North Water Plant Upgrade \$10,831.00, SEI Booster Station Upgrade \$7,714.00, Sirius Cisco Hardware \$6,685.15 for a total of \$25,230.15.

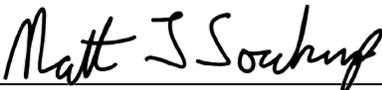
There is a recurring yearly cost for the software and hardware maintenance.

Funds for this purchase will come from the budgeted \$25,000 for GL 520-520-57510-25059 and \$230.15 for GL 520-520-53400.

ALTERNATIVES:

Staff makes no alternative recommendation.

SIGNATURE:

By: 

Approved By: 
Heather Lindsley, Finance Director

Approved By: 
Tara Vasicek, City Administrator



Your Safety Is Our Business
secure • monitor • connect

City Of Columbus

Camera Upgrades North Water Plant

79975-2-0
Dated: 1/20/2025

Prepared for:
Matt Soukup

Customer: City Of Columbus

Site: 6651 33 Avenue
Columbus, NE, 68601

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



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 79975-2-0

Dated: 1/20/2025

Camera Upgrades North Water Plant

Scope of Work

SEI to provide and install the following cameras for existing camera upgrades and new camera locations replacements.

The interior electrical room camera will be upgraded to an IP 2MP dome camera.

The interior corridor camera will be upgraded to an IP 6MP fish eye panoramic camera.

The interior corridor will be upgraded to an IP (4) 2MP MultiView camera.

The north exterior (new location) camera will be a 5MP dome camera and will view the gate entry.

The south east corner exterior camera will be upgraded to a (4) 5MP dome camera and will view the generator area to the south and the east side of the building.

All camera will be added to the existing Milestone VMS utilizing the existing licenses.

The new camera will utilize one of the unused licenses existing with the city.

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.
- 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
- 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 devices and all existing IP cameras to be taken over by SEi.

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: 6651 33 Avenue
Columbus, NE, 68601

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



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 79975-2-0

Dated: 1/20/2025

Customer: City Of Columbus
Site: 6651 33 Avenue
Columbus, NE, 68601
Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.us



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 79975-2-0
Dated: 1/20/2025

Schedule of Protection

Camera Upgrades

QTY	Description
1	2MP, Indoor, Varifocal IP Camera
1	AXIS P3267-LVE Network Camera
1	Outdoor Pendant Kit for Select M32 and P32 Cameras
1	Wall Mount
1	6MP Panoramic Camera 360 with Deep Learning
200	Cat6 Plenum Non Shielded White Wire
10	1/2 Conduit with Fittings
1	20MP Multidirectional Camera with IR
1	Pendant Cap for Multisensor Camera
1	Wall Mount
1	Corner Bracket
1	SEi Labor to tie into customer provided server

Investment Summary

Deposit Due in Advance	\$5,415.00
Balance Due Upon Completion	\$5,416.00
Monthly Recurring	\$13.00
Total Proposal Amount	\$10,831.00

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 20, 2025, 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 6651 33 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 (PMA Maintenance) 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 \$10,831.00, 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 \$13.00, 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 recordation 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.

Initials: _____

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: _____



Your Safety Is Our Business
secure • monitor • connect

City Of Columbus

Camera Upgrades

79976-1-0
Dated: 1/20/2025

Prepared for:
Matt Soukup

Customer: City Of Columbus

Site: 6651 33 Avenue
Columbus, NE, 68601

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



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 79976-1-0

Dated: 1/20/2025

Camera Upgrades

Scope of Work

SEI to provide and install the following camera equipment.

The interior camera will be replaced with a 2MP interior dome camera.

The east exterior camera that views the vehicle and walk gate will be upgraded to a 5MP exterior camera.

A new 5MP exterior camera will be installed on the north side to view the main road entry gate.

The existing camera locations will utilize the existing Milestone camera licenses.

The north camera will require a new Milestone license.

Customer has existing Milestone licenses for the new 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.
 - Customer to provide client work stations that meet the manufacturer's 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 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.

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: 6651 33 Avenue
Columbus, NE, 68601
Contact: Matt Soukup | 402-562-4242 | Msoukup@Columbusne.us



Your Safety Is Our Business
secure • monitor • connect

Proposal #: 79976-1-0
Dated: 1/20/2025

Schedule of Protection

Estimate

QTY	Description
2	AXIS P3267-LVE Network Camera
2	Outdoor Pendant Kit for Select M32 and P32 Cameras
2	Wall Mount for M3046-V
1	2MP, Indoor, Varifocal IP Camera
200	Cat6 Plenum Non Shielded White Wire
1	SEi Labor to relocate alarm panel up on the existing backboard
3	Device License, XProtect Professional+
3	Care Plus, One Year, For XProtect Professional+ De

Investment Summary

Deposit Due in Advance	\$3,857.00
Balance Due Upon Completion	\$3,857.00
Monthly Recurring	\$10.00
Total Proposal Amount	\$7,714.00

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 20, 2025, 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 6651 33 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 (PMA Maintenance) 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 \$7,714.00, 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 \$10.00, plus tax, if applicable, per month for the lease of the System (if checked above), and Services, prepaid annually 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.

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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 recordation 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: _____



SOLUTION PROPOSAL

Prepared for:

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

Client Executive:

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

Proposal Number: Q-00463681
Proposal Date: 01/06/2025
Expires: 02/05/2025
Description: Cisco Hardware Purchase
Currency: USD

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

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



Sirius Computer Solutions, LLC

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

Proposal Number: Q-00463681
Proposal Date: 01/06/2025
Expires: 02/05/2025
Description: Cisco Hardware Purchase
Attn:

C9200CX-12P-2X2G-E

<u>Part #</u>	<u>Description</u>	<u>Qty</u>	<u>Ext. Price</u>
C9200CX-12P-2X2G-E	Catalyst 9000 Compact Switch 12-Port PoE+, 240W, Essentials	1	\$1,372.13
CON-L1NCD-C920CXPO	CX LEVEL 1 8X7NCD Catalyst 9000 Compact Switch 12-Port PoE	1	\$716.69
C9200CX-DNA-E-12	C9200CX Cisco DNA Essentials, 12-Port Term Licenses	1	\$0.00
CON-L1SWT-C9200CPD	CX LEVEL 1 SW SUB C9200CX Cisco DNA Essentials, 12-Port Te	1	\$34.00
C9200CX-DNAE12-3Y	C9200CX Cisco DNA Essentials, 3Y Term License, 12P	1	\$216.48
C9200CX-NW-E-12	C9200CX Network Essentials, 12-port license	1	\$0.00
CAB-TA-NA	North America AC Type A Power Cable	1	\$0.00
C9K-CMPCT-PWR-CLP	Power Retainer Clip for 9200CX Compact Switch	1	\$18.49
SCAT9200CXUK9-1712	Cisco Catalyst 9200CX XE 17.12 UNIVERSAL	1	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	\$0.00
C9K-WALL-TRAY	Wall Mount Bracket for 9200CX Compact Switch	1	\$33.28
C9200CX-12P-2X2G-E Subtotal:			\$2,391.07

C9200CX-12P-2X2G-E

<u>Part #</u>	<u>Description</u>	<u>Qty</u>	<u>Ext. Price</u>
C9200CX-12P-2X2G-E	Catalyst 9000 Compact Switch 12-Port PoE+, 240W, Essentials	1	\$1,372.13
CON-L1NCD-C920CXPO	CX LEVEL 1 8X7NCD Catalyst 9000 Compact Switch 12-Port PoE	1	\$716.69
C9200CX-DNA-E-12	C9200CX Cisco DNA Essentials, 12-Port Term Licenses	1	\$0.00
CON-L1SWT-C9200CPD	CX LEVEL 1 SW SUB C9200CX Cisco DNA Essentials, 12-Port Te	1	\$34.00
C9200CX-DNAE12-3Y	C9200CX Cisco DNA Essentials, 3Y Term License, 12P	1	\$216.48
C9200CX-NW-E-12	C9200CX Network Essentials, 12-port license	1	\$0.00
CAB-TA-NA	North America AC Type A Power Cable	1	\$0.00
C9K-CMPCT-PWR-CLP	Power Retainer Clip for 9200CX Compact Switch	1	\$18.49
SCAT9200CXUK9-1712	Cisco Catalyst 9200CX XE 17.12 UNIVERSAL	1	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	\$0.00
RACKMNT-19-CMPACT	19 in Rackmount for 9200CX switches	1	\$55.45
C9200CX-12P-2X2G-E Subtotal:			\$2,413.24

GLC-LH-SMD=

<u>Part #</u>	<u>Description</u>	<u>Qty</u>	<u>Ext. Price</u>
GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	4	\$1,880.84
GLC-LH-SMD= Subtotal:			\$1,880.84

Extended Subtotal: \$6,685.15

Total Client Price: \$6,685.15

Proposal Comments:

Terms and Conditions:

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

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

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

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

Agreement Type: Customer Agreement 34239-CA

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

The provision of the maintenance services contained on this Proposal (the "Maintenance Services") will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"). If Customer removes a covered device from productive use and requests cancellation of the Maintenance Services on that device, in accordance with the Provider's terms and conditions, Customer must notify Sirius by email at the following address: OPU@siriuscom.com. Should Customer fail to send the request to the address above, processing of the cancellation shall be delayed and any associated credit with the cancellation may be reduced.

Accepted by:

CITY OF COLUMBUS

Approved by:

Sirius Computer Solutions, LLC

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title of Authorized Representative

Title of Authorized Representative

Date Signed

Date Signed

Ship to Contact (Name, Phone, & Email)

Bill to Contact (Name, Phone, & Email)

Ship to Address

Bill to Address

13.E. Quote from NoSwett Fencing & Decks in the amount of \$13,895 for gate repairs for wastewater treatment plant. CIP #25-46



382 RD 1

COLUMBUS NE 68601

PH. 402-563-3766 FAX- 402-563-2877

BID PROPOSAL:

CITY OF COLUMBUS

WASTE WATER DIVISION

ATT: Chuck

Tear out two existing gate operators:

Install all new two each INSL24UL Liftmaster variable speed gate operators. Install all new photo eyes across driveway and hookup existing card reader access control and free exit loops.

We will need a conduit under the road to connect both gate operators together. Marty was checking drawing to make sure one is already under the road. He thought there was one there.
BORING UNDER THE ROAD WOULD BE EXTRA FEE:

TOTAL MATERIAL AND LABOR= \$ 13,895.00

Thanks

Terry Swett



AMERICAN ACCESS COMPANY

JOB NAME: <u>City of Columbus WW</u>	JOB NUMBER: _____	DATE: <u>12/31/2024</u>
JOB ADDRESS: <u>865 S. 14th Avenue</u>	BILLING ADDRESS: _____	
CONTACT NAME: <u>Marty</u>	ESTIMATOR: <u>Chad</u>	
CONTACT PHONE: <u>402-942-2385/ 402-562-4250</u>	ESTIMATORS PHONE: _____	<u>308-395-0793</u>
CONTACT EMAIL _____	BILLING E-MAIL _____	

CUSTOMER DESCRIPTION OF PROBLEM/SCOPE OF WORK/ SEQUENCE OF OPERATION	Remove and replace two existing operators and replace with new.
--	---

What is excluded or is provided by others.	American Access Company will not provide, install or terminate wires or conduit for high voltage. American Access Company will not provide, install or terminate wires or conduit for external access control systems. American Access Company will not program tenant information into telephone entry systems.
--	--

Parts and Labor	<p>Includes:</p> <ul style="list-style-type: none"> 2ea New GSLG Linear Operators 1ea Optex sensor for free exit 1ea Optex sensor for safety <p>re-install existing card reader system to work with new machines. System provided with meet UL-325 Safety requirements. Does not include any trenching between operators if required. Option to Use the Liftmaster INSL24UL instead of the GSLG, Deduct -\$1,200.00 <u>Also includes original trip to diagnose. If not awarded, trip will be invoiced separately.</u></p>
Total Due: \$ 18,195.00	

--	--

By signing below, I acknowledge that I have been informed about the latest automated gate safety standards. I agree to bring the gate(s) noted herein into compliance with these standards. I hold harmless American Fence Company and its affiliates from and against any and all liabilities, demands, claims, or injuries, including death that may be sustained during or in conjunction with the operation of the gate noted herein. I am a legal representative of my firm and am capable of representing them and their associates in this action.

CUSTOMERS SIGNATURE: _____	Date: _____
----------------------------	-------------

This proposal cannot be withdrawn by customer after acceptance of proposal. All legal and related fees accrued in an effort to collect on this account for whatever reason will be the responsibility of the customer. If the contract price is not paid when due, the customer agrees to allow American Fence Co. to trespass on to their property and remove any materials and return the operation to its original state prior to work performed. Furthermore, the customer agrees to indemnify and hold harmless American Fence Co. for any damages done to the property as a result of removal of materials and prior work performed. All modification shall be in writing and shall be affixed to the original bid. Any time stated for installation is purely estimated. The customer agrees and accepts that AFC will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by customer. By signing this proposal, the customer is authorizing American Fence Co. to complete the work. The customer is financially responsible for cancellation fees and costs of special order materials in the event the customer elects to cancel the contract. TERMS: Balance due on date of completion. A service and handling charge of 5% per month -60% per annum will apply to delinquent accounts past 10 days. By signing below, you have read, understood and agree with the terms and conditions stated herein. Signature below constitutes acceptance of above service performed as being satisfactory.

CUSTOMERS SIGNATURE: _____	Date: _____
----------------------------	-------------

13.F. Quote from Clock Tower Auto Mall in the amount of \$18,000, with trade-in allowance, for vehicle for police department. CIP #21-08

**Columbus Police Department
Memorandum
For Record**

DATE: January 28, 2025

TO: City Administrator Tara Vasicek

FROM: Captain Douglas Molczyk

THROUGH: Chief Charles Sherer

SUBJECT: 2025 Police Unmarked Vehicle Purchase
CIP: 100-110-57520-21008

RECOMMENDATION:

The Police Department budgeted one (1) unmarked admin vehicle to be used by investigations. After careful consideration we would like to purchase a 2023 Chevrolet Equinox from Clock Tower Auto Mall for \$18,000. We would be trading in a 2014 Buick Encore.

DISCUSSION:

Pursuant to the logistical plan for Police Fleet rotation, the Police Department will purchase one used vehicle and rotate or replace units to other assignments within the department/city in accordance with our replacement schedule and sell/auction the oldest units in the fleet. To accomplish that task, we are recommending the purchase of one the 2023 Chevrolet Equinox along with trading the 2014 Buick Encore.

The bid with the trade in allowance is \$18,000 for the 2023 Chevrolet Equinox from Clock Tower Auto Mall.

Total price \$18,000 to Clock Tower Auto Mall.

FISCAL IMPACT:

The new fleet vehicles a part of the 2024-2025 budget and will be paid for by Sales Tax revenue. **CIP 100-110-57520-21008**

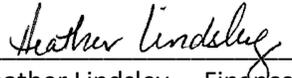
ALTERNATIVES:

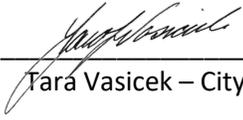
Do not purchase the new vehicles and continue to utilize existing units; increased labor & maintenance costs due to aging fleet.

SIGNATURE

By: 
Douglas M. Molczyk – Police Captain

Approved: 
Charles Sherer – Chief of Police

Approved: 
Heather Lindsley – Finance Director

Approved: 
Tara Vasicek – City Administrator

Pricing Recap

JEREMY ZYWIEC

Stock #247636

2023 CHEVROLET EQUINOX

3GNAXTEG1PL247636

Miles 32517

Trade #1

Trade #2

Miles

Miles

Asking Price 25000

Sales Tax

Selling Price 25000

Sales Tax Flat

Trade #1 Allowance 7000

Lien/Title /

Trade #1 Payoff

Registration Fee

Trade #2 Allowance

License Fee

Trade #2 Payoff

Documentation Fee

Service Contract

Gap Insurance

Maintenance Plan

Dealer Defined 1

Dealer Defined 2

Dealer Defined 3

Total Fees

Total Financed 18000.0

Cash Down	Term	Payment
-----------	------	---------

The purpose of this worksheet is to summarize the preliminary understanding and mutual intent of both the Customer and the Dealer as to the negotiation of the general terms for the proposed purchase of the above described vehicle. Customer acknowledges and agrees that the terms for the proposed purchase of the vehicle must be approved by the Dealership Sales/Finance Manager.

This document is not and is not intended to be a legally binding agreement between the Dealer and Customer. Neither party is legally obligated to finalize the purchase of the vehicle upon the terms listed above unless, and until such a time as, Customer and Dealer enter into and execute a separate binding Purchase Agreement. Customer acknowledges that there may be other terms and conditions that will control the purchase of the vehicle and that such terms and conditions will be contained in and governed by a separate binding Purchase Agreement as well as any other related agreements between Customer and Dealer (and/or any other third party) as may be necessary to consummate the proposed purchase of the vehicle.

Customer Approval _____ Date _____ Manager Approval _____

13.G.Plans, specifications, estimate of cost in the amount of \$250,000, and authorization to advertise for bids for 11th Street Sidewalk Improvements CDBG 23-DTR-003. (Plans and specifications on file in the engineering department.) CIP #24-05

The City of **Columbus**

MEMORANDUM

DATE: January 27, 2025
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: 11th Street Sidewalk Improvements CDBG 23-DTR-003

RECOMMENDATION:

I recommend approval of the plans, specifications and Engineer's Estimate of Cost in the amount of \$250,000 for 11th Street Sidewalk Improvements CDBG 23-DTR-003 and to authorize staff to advertise for bids.

DISCUSSION:

The project is Community Development Block Grant (CDBG) 23-DTR-003 which is administered and assisted by Northeast Nebraska Development District (NENDD). The project consists of sidewalk replacement, pedestrian nodes, parking replacement, water service replacement, storm sewer extension and planters on south side of 11th Street between 23rd and 24th Avenues and on the west side of 23rd Avenue from 11th Street south one-half back to and including the alley return.

NENDD will provide wage interviews and oversee grant requirements assisting the Engineering Department. The project will need to meet federal Housing and Urban Development regulations and requirements.

The work would be constructed this calendar year.

FISCAL IMPACT:

2024-2025 Budget CIP 24-005 in the amount of \$400,000 of which \$250,000 is for this project and the remaining for various downtown building façade and related upgrades. The CDBG grant amount is \$200,000 with a \$50,000 city match.

Design and observation by the Engineering Department results in savings of engineering consultant fees in the amount of \$30,000 to \$40,000.

ALTERNATIVE:

Do not approve.

SIGNATURE:

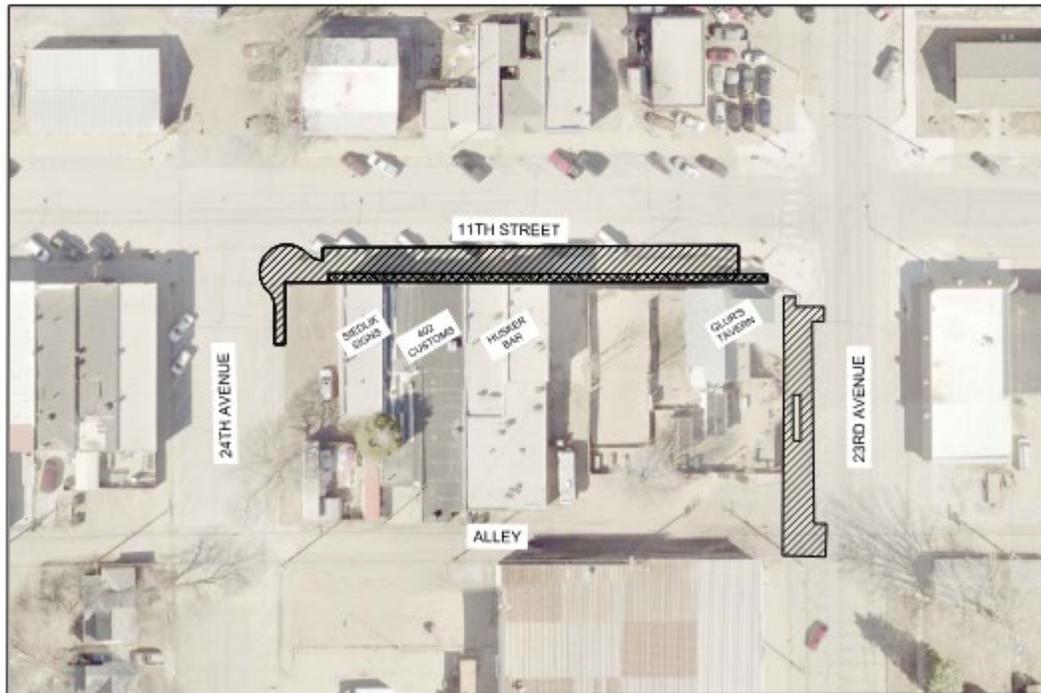
By: Richard J. Bogus

Approved By: [Signature]



SITE LOCATION

SITE INDEX
 PROJECT: 11TH STREET SIDEWALK IMPROVEMENTS CDBG 23-DTR-003



ENLARGED SITE PLAN

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

14. **RESOLUTIONS**

14.A. Resolution No. R25-18 adopting city council rules.

DRAFT

RESOLUTION NO. R25-18

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ADOPTING THE RULES OF THE CITY COUNCIL IN ACCORD WITH SECTION 30.20 OF CHAPTER 30 OF TITLE III OF ORDINANCE NO. 24-01 (COLUMBUS CITY CODE) AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, generally the Rules of the City Council are reviewed and updated (if necessary) at the first city council meeting in July of each year; and

WHEREAS, City Code (Section 32.20) however does allow for additional Council Rules to be adopted from time to time at the discretion of the City Council; and

WHEREAS, the City Council as permitted desires at this time to make updates and changes to its Council Rules: and

WHEREAS, the specific sections The Rules of the City Council are hereby amended and shall now state and read as follows:

- Section I. Organization of the Council:
 - o 2. The council shall, by resolution, establish such standing and special committees as it deems necessary. Permanent standing council committees shall be (1) the Committee of the Whole; (2) the Public Finance, Judiciary and Personnel Committee; and (3) the Public Property, Safety and Works Committee. The Committee of the Whole, consisting of all members of the city council, shall be presided over by the council president, or in the president's absence, by the chair of the Public Finance, Judiciary, and Personnel Committee. All other committees shall select their own chair and vice chair, each of whom shall serve for a term of one year, neither of which shall be the president of the council. The mayor shall at the first regular meeting in December submit to the council for their approval a list of council members to serve on each committee. Each committee shall have as its members one council member from each of the four Wards located in the City of Columbus. Changes on such committees may be made at any time by the mayor with the consent of the majority of all members of the council. All meetings for the City's standing and special committees shall be scheduled on dates and times as deemed needed and/or necessary.

- Section II. Conduct of Business:
 - o 1. Regular meetings of the council shall be held at the Columbus Community Building, Community Room, 2500 14 Street, Columbus, NE on the first and third Monday of each month at 6:00 p.m. Special meetings of the council shall be held in the Community Room upon call by the mayor or two members of the council. The day, hour, and purpose of such meetings shall be set forth in said call. No other business shall be

transacted at such special meetings unless all members are present and consent thereto. Notice of every special meeting shall be given to the mayor and each council member by notifying the mayor and council members personally, by telephone, by leaving a verbal message at the mayor's and council member's usual place of business or residence, or by email.

The council may, by motion, hold any type of council meeting at another location and/or time as may be designated by a majority of the council.

Regular meetings of the city council may be rescheduled or cancelled by motion of the council.

- Section III. Order of Business:
 - o Unless otherwise approved by the city council at the operative meeting, the Order of Business will be conducted in the following order:
 - Oath of Office. (When necessary/required.)
 - Statement of compliance with Open Meetings Act and Roll Call.
 - Prayer.
 - National Anthem and Pledge of Allegiance.
 - Appointment of City Officers. (When necessary/required.)
 - Election of Council President. (When necessary/required.)
 - Appointment of Council Members to Public Finance, Judiciary, and Personnel Committee and Public Property, Safety, and Works Committee. (When necessary/required.)
 - Consent Agenda.
 - Approval of Minutes.
 - Special Presentations.
 - Public Hearings.
 - Petitions and Communications.
 - Reports of City Offices.
 - Reports of Council Committees.
 - Reports of Special Committees.
 - Reports on Legislation.
 - New Business.
 - Resolutions.
 - Ordinances on First Reading.
 - Ordinances on Second Reading.
 - Ordinances on Third Reading.
 - Payroll and Bills on File.
 - Unfinished Business.
 - Adjournment.

This order of business may be changed from time to time by a motion duly made by a council member and a vote of the majority of members present at the council meeting. Further, items may be taken from this order of business and included for consideration in a consent agenda of "routine" items submitted for approval.

At the conclusion of all public hearings, a motion shall be made, seconded, and voted on to conclude the public hearing, continue it to a later date and time, or remove from the agenda. If the hearing is concluded, the council may immediately proceed to act on the issue of the hearing by approving, denying, or amending either a motion, a resolution, or an ordinance, as required.

- Section IV. Decorum and Debate:
 - o 1. The mayor shall preside at all meetings of the council. The mayor shall call the body to order at the hour provided by ordinance, preserve order and decorum, and decide all questions of order, subject to an appeal to the council. The mayor shall have supervision of the Community Room and in case of any disturbance or disorderly conduct, shall have the power to order the same cleared.
 - o 8. The chief of police, or any other police officer as designated by the chief of police, shall be ex-officio Sergeant-at-Arms of the Community Room and it shall be that officer's duty to attend the council meeting, to execute the commands of the mayor and council as requested, and to serve such process or processes as may be issued by their authority.

and

WHEREAS, unless specifically stated herein this resolution the remainder of the provisions of the Rules of the City Council remain unchanged and in full force and effect; and

WHEREAS, a full copy of the updated Rules of the City Council 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 Rules of the City Council, a copy of which is attached hereto and incorporated herein by this reference, is adopted.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City Hall | City Clerk's Office
2500 14th St.
Columbus, NE 68601
402-562-4232
columbusne.us

Memorandum

Date: January 28, 2025

To: Tara Vasicek

From: Shuraya Choat, City Clerk

RE: Adopting City Council Rules

Recommendation: Adopt the City Council Rules

Discussion: City Council members recently decided to move Public Property, Safety, and Works Committee and Public Finance, Judiciary, and Personnel Committee to the 1st and/or 3rd Monday each month, as needed. These meetings will be held prior to the 6 p.m. City Council meeting. It was also discussed that these changes would be added into the City Council Rules so that they could reviewed every other year and easily amended if needed.

Attached is the redlined copy of the proposed changes to the City Council Rules along with the resolution to adopt the changes.

Fiscal Impact: None

Alternative: Do not approve.

Signature:

By: Shuraya Choat

Approved By: 

RULES OF THE CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA

In accordance with Section 30.20 of the Columbus City Code, the following rules of procedures and order of business are adopted to ensure the orderly, efficient, and lawful conduct of the affairs of the City Council of Columbus, Nebraska.

I. ORGANIZATION OF THE COUNCIL

1. At the first regular meeting of the council in December following a regular city election, the newly elected members of the council who have qualified, as provided by law, together with the members of the council holding over, shall meet for the purpose of organization. They shall elect one of their members as “president of the council,” who shall hold such office until the first regular meeting of the council in December of the ensuing year, at which time such office shall automatically become vacant. The incumbent shall be eligible for re-election. In the absence of both the mayor and president of the council, the chair of the Public Finance, Judiciary, and Personnel Committee shall serve as acting president of the council, with the identical duties and powers of the president.

2. The council shall, by resolution, establish such standing and special committees as it deems necessary. Permanent standing council committees shall be (1) the Committee of the Whole; (2) the Public Finance, Judiciary and Personnel Committee; and (3) the Public Property, Safety and Works Committee. The Committee of the Whole, consisting of all members of the city council, shall be presided over by the council president, or in the president’s absence, by the chair of the Public Finance, Judiciary, and Personnel Committee. All other committees shall select their own chair and vice chair, each of whom shall serve for a term of one year, neither of which shall be the president of the council. The mayor shall at the first regular meeting in December submit to the council for their approval a list of council members to serve on each committee. Each committee shall have as its members one council member from each of the four Wards located in the City of Columbus. Changes on such committees may be made at any time by the mayor with the consent of the majority of all members of the council. All meetings for the City’s standing and special committees shall be scheduled on dates and times as deemed needed and/or necessary.

II. CONDUCT OF BUSINESS

1. Regular meetings of the council shall be held at the Columbus Community Building, Community Room, 2500 14 Street, Columbus, NE on the first and third Monday of each month at 6:00 p.m. Special meetings of the council shall

be held in the Community Room upon call by the mayor or two members of the council. The day, hour, and purpose of such meetings shall be set forth in said call. No other business shall be transacted at such special meetings unless all members are present and consent thereto. Notice of every special meeting shall be given to the mayor and each council member by notifying the mayor and council members personally, by telephone, by leaving a verbal message at the mayor's and council member's usual place of business or residence, or by email.

The council may, by motion, hold any type of council meeting at another location and/or time as may be designated by a majority of the council.

Regular meetings of the city council may be rescheduled or cancelled by motion of the council.

2. In order for the council to conduct business, a majority of all members elected to the council must be present, but a lesser number may adjourn, from time to time, and compel the attendance of absent members. The quorum for the council committee meetings shall be a majority of the committee's members. The mayor's presence shall not be considered in a determination of a quorum.
3. All ordinances shall contain a title which shall briefly describe and explain the content of the respective ordinance and all ordinances shall contain no subject which shall not be clearly expressed in the title. All ordinances of a general or permanent nature shall be fully and distinctly read aloud, by title, on three (3) different days, unless three-fourths (3/4) of all members of the council vote to suspend this requirement, but only as permitted by state statute. In case such requirement shall be suspended, such ordinance shall be read by title or number and then moved for final passage. Three-fourths (3/4) of all members of the council may require any ordinance to be fully and distinctly read aloud in full before enactment under any of the procedures as set forth above.
4. All resolutions shall contain a title which shall briefly describe and explain the content of the respective resolution and all resolutions shall contain no subject which shall not be clearly expressed in the title. The resolution shall be read by title or number and then moved for final passage.
5. All ordinances and resolutions or orders for the appropriation or payment of money shall require for their passage or adoption the concurrence of a majority of all members elected to the council. The mayor may vote on any such matter when his or her vote will provide the additional vote required to create a number of votes equal to a majority of the number of the members elected to the council and the mayor shall, for the purpose of such vote, be deemed to be a member of the council.

6. The mayor shall have the power to approve or veto any ordinance passed by the city council and to approve or veto any order, bylaw, resolution, award of or vote to enter into any contract, or the allowance of any claim. If the mayor approves the ordinance, order, bylaw, resolution, contract, or claim, he or she shall sign it, and it shall become effective. If the mayor vetoes the ordinance, order, bylaw, resolution, contract, or any item or items of appropriations or claims, he or she shall return it to the city council stating that the measure is vetoed. The mayor may issue the veto at the meeting at which the measure passed or within seven calendar days after the meeting. If the mayor issues the veto after the meeting, the mayor shall notify the city clerk of the veto in writing. The clerk shall notify the city council of the mayor's veto by email. Any ordinance, order, bylaw, resolution, award of or vote to enter into any contract, or the allowance of any claim vetoed by the mayor, may be passed over his or her veto by a vote of two-thirds of all the members elected to the council, notwithstanding his or her veto. If the mayor neglects or refuses to sign any ordinance, order, bylaw, resolution, award of or vote to enter into any contract, or the allowance of any claim, but fails to veto the measure within the time required by this section, the measure shall become effective without his or her signature. The mayor may veto any item or items of any appropriation bill or any claims bill, and approve the remainder thereof, and the item or items so vetoed may be passed by the council over the veto as in other cases.
7. The city administrator shall prepare the agenda for all meetings of the city council and its committees and a preliminary agenda shall be sent to the mayor. The city council shall, by motion, set a deadline for the submission of all items for the agenda. The mayor or a council member shall have the right to place a matter on the agenda of any regular or special meeting of the council or on the agenda of any committee of the city council by delivering a written request or by emailing a request to the city administrator with sufficient detail so as to fully comply with the Nebraska Open Meetings Act.
8. For purposes of various actions to be taken by the council, the following guidelines as to the number of votes required for various actions are as follows:
 - a. A majority of the council members present, or four votes, whichever number is greater, are required to transact business, except for specified exceptions.
 - b. Five votes of the council members are required to spend money, enter into a contract or pass a resolution.
 - c. Six votes of the council members are required to override a mayoral veto.

- d. Six votes of the council members are required to suspend the rules for passage of an ordinance.
 - e. Six votes of the council members are required to adopt an ordinance creating a water or sewer district.
 - f. Five votes of the council members are required to enter into closed session.
 - g. Five votes of the council members are required to adopt an ordinance, except following the veto of a mayor.
 - h. Five votes of the council members are required to bring an item from the table.
 - i. The mayor may vote on any such matter when his or her vote will provide the additional vote required to create a number of votes equal to a majority of the number of members elected to the council, and the mayor shall, for the purpose of such vote, be deemed to be a member of the council.
9. When at all possible, council members shall avoid motions containing negative statements.
10. A council member shall have the absolute right to change their vote up to the time the result of the vote is announced and the authority to change their vote with permission of five (5) members of the city council up to the time the meeting is adjourned.

III. ORDER OF BUSINESS

Unless otherwise approved by the city council at the operative meeting, the Order of Business will be conducted in the following order:

- Oath of Office. (When necessary/required.)
- Statement of compliance with Open Meetings Act and Roll Call.
- Prayer.
- National Anthem and Pledge of Allegiance.
- Appointment of City Officers. (When necessary/required.)
- Election of Council President. (When necessary/required.)
- Appointment of Council Members to Public Finance, Judiciary, and Personnel Committee and Public Property, Safety, and Works Committee. (When necessary/required.)
- Consent Agenda.
- Approval of Minutes.
- Special Presentations.

- Public Hearings.
- Petitions and Communications.
- Reports of City Offices.
- Reports of Council Committees.
- Reports of Special Committees.
- Reports on Legislation.
- New Business.
- Resolutions.
- Ordinances on First Reading.
- Ordinances on Second Reading.
- Ordinances on Third Reading.
- Payroll and Bills on File.
- Unfinished Business.
- Adjournment.

This order of business may be changed from time to time by a motion duly made by a council member and a vote of the majority of members present at the council meeting. Further, items may be taken from this order of business and included for consideration in a consent agenda of "routine" items submitted for approval.

At the conclusion of all public hearings, a motion shall be made, seconded, and voted on to conclude the public hearing, continue it to a later date and time, or remove from the agenda. If the hearing is concluded, the council may immediately proceed to act on the issue of the hearing by approving, denying, or amending either a motion, a resolution, or an ordinance, as required.

IV. DECORUM AND DEBATE

1. The mayor shall preside at all meetings of the council. The mayor shall call the body to order at the hour provided by ordinance, preserve order and decorum, and decide all questions of order, subject to an appeal to the council. The mayor shall have supervision of the Community Room and in case of any disturbance or disorderly conduct, shall have the power to order the same cleared.
2. When any member is about to speak in debate or deliver any matter to the council, such member shall respectfully address the mayor, shall confine himself or herself to the question under debate, and avoid references to personal traits of any individual.
3. If a member be called to order for words spoken in debate, the member so calling shall repeat the words excepted to and they shall be taken in writing; and if, in the judgment of the council, the words excepted to are objectionable and the member uttering them refuses to retract, such member shall be subject to the censure of the council.

4. Every member of the council present at a meeting when the question is put shall give his or her vote as is his/her duty, unless he/she abstains when required by law or as may be permitted under Robert's Rules of Order.
5. Every motion shall be reduced to writing upon the request of the mayor or any member of the council.
6. Upon calls of the council, or in taking the ayes and nays upon any question, the names of the members shall be called in regular order and so as to rotate the calling of the first name among the various members of the council, except when electronic balloting is used. All members of the council must vote on all issues unless excused from voting pursuant to the procedure set forth in Paragraph 4 above.
7. No member shall absent himself or herself from the service of the council, unless he or she is on leave, is sick, or unable to attend. If any council member shall neglect or fail to attend five consecutive regular meetings of the council, unless the absences are excused by a majority vote of the remaining council members, he or she shall be deemed guilty of misconduct and his or her office shall be declared vacant by the council. The vacancy shall be filled by appointment of the mayor, by and with the consent of the council, as provided by state statute.
8. The chief of police, or any other police officer as designated by the chief of police, shall be ex-officio Sergeant-at-Arms of the Community Room and it shall be that officer's duty to attend the council meeting, to execute the commands of the mayor and council as requested, and to serve such process or processes as may be issued by their authority.
9. Those individuals desiring to put an item or an issue on the agenda of a regular meeting of the city council shall submit such request in writing, completed on an approved "Topic for Consideration" form, to the city clerk's office stating the nature of the item they wish to discuss with the city council, and the request shall be submitted prior to 5 p.m. on the Monday immediately preceding the council meeting. This deadline may be amended by the council by motion and majority vote of the city council. Determination of whether the item or issue will be placed on the agenda is left to the discretion of the city administrator and the requesting citizen will be informed of the decision by 5 p.m. on the Friday immediately preceding the council meeting. The council shall not permit individuals to address the city council relative to topics and issues which are not included on the council agenda.
10. Each person desiring to address the city council shall step up to the podium at the appropriate time; state his or her name and address for the record; state whom he or she is representing if such person represents an organization or other persons; and, limit his or her remarks to five (5) minutes, unless

additional time is granted by the presiding officer or by a majority vote of the council. The presiding officer shall have the right to limit or exclude the presentation of information or testimony which is irrelevant or redundant. The presiding officer may reasonably limit the number of times during any meeting a person, not a member of the council, may address the council at the meeting.

V. MISCELLANEOUS

1. No standing rule of order of the council shall be rescinded, suspended, or amended, except by a vote of at least two-thirds (2/3) of the members present. Nor shall the order of business as established by the Rules of the city council be postponed or amended, except by a vote of at least two-thirds (2/3) of the members present.
2. The Rules of Parliamentary Practice, comprised in "Robert's Rules of Order Newly Revised, 12th Edition", shall govern the council in all cases where they are applicable and not inconsistent with these rules.
3. The mayor shall submit all appointments which he desires to have considered by the council not less than two weeks prior to the council meeting in which the appointment will be formally addressed. Provided, however, that if the appointment is a reappointment to the same or similar position, or is an appointment as a paid firefighter or paid police officer, this requirement shall be automatically waived without further action by the mayor or council. Additionally, the council may, upon motion being made, seconded, and approved, waive this requirement for other appointments at the council's discretion.
4. All committees previously appointed and approved by the mayor and council may appoint subcommittees consisting of the previously appointed members, or consisting of individuals not currently serving on the appointed board, only upon the mayor and council ratifying the creation of the subcommittee, its duties, and the individuals chosen by the committee to serve.
5. No council member shall allow himself or herself to be subject to excessive lobbying.
6. All lobbying, other than minimal contact, shall be reported to the city administrator and the lobbying reported to the other council members before the item, the subject of the lobbying, is discussed.

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