

City Council Regular Meeting  
Monday, April 1, 2024 6:00 PM  
Columbus Community Building/Community Room  
2500 14 Street  
Columbus, NE 68601

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

{{Name: Agenda Item Name}}

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

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**NEBRASKA OPEN MEETINGS ACT**

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**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.

**Operative Date: July 21, 2022**

**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.**

(1)(a) 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, 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 or village. 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.

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

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

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or

(ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

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

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

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a

recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

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

(iv) Except as otherwise provided in this subdivision 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 an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization 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. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

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

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

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

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

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the

public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

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

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

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

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

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

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

**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.

**Note:** The Revisor of Statutes has pursuant to section 49-769 correlated LB742, section 1, with LB908, section 1, and LB922, section 13, to reflect all amendments.

**Note:** Changes made by LB742 and LB908 became effective July 21, 2022. Changes made by LB922 became operative July 21, 2022.

### Cross References

- **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.

#### **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.

(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. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.

**Effective Date: July 21, 2022**

**Annotations**

- 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).

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Source: [http://nebraskalegislature.gov/laws/display\\_html.php?begin\\_section=84-1407&end\\_section=84-1414](http://nebraskalegislature.gov/laws/display_html.php?begin_section=84-1407&end_section=84-1414)

Date: July 2022

**2. PRAYER**

**3. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE**

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

4.A. Minutes of March 18, 2024, City Council meeting.

PROCEEDINGS OF CITY COUNCIL  
March 18, 2024

A regular meeting of the mayor and council of the City of Columbus, Nebraska, was convened in open and public session on March 18, 2024, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14th Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on February 28, 2024, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgment of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Cynthia Alarcón, Charlie Bahr, Hope Freshour, Troy Hiemer, Rich Jablonski, Kat Lopez, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Police Chief Charles Sherer, Public Works Director Chuck Sliva, Finance Director Heather Lindsley, Human Resources Tammy Orender, Fire Chief Ryan Gray, Fire Captains Kyle Lingenfelter and Chris Warren, Firefighters Alex Hays, Broderick Hoefft, Christian Jones, Calvin Novak, Trina Osuna, Tom Rathje, and Ted Vaughn, and Project Engineer Braden Labenz.
2. **PRAYER:** Jablonski led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was sung 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. Alarcón, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
  - 4.A. **Minutes of March 4, 2024, City Council meeting.**
  - 4.B. **Minutes of March 4, 2024, Community Development Agency meeting.**
  - 4.C. **Minutes of March 4, 2024, Civil Service Commission meeting certifying Tim Moser, Derek Salak, Ryan Sabata, and JoJo Dunn as fire captain candidates.**
  - 4.D. **Reappointment of Jessica Cabán to Civil Service Commission for five-year term.**

**4.E. Resolution No. R24-29 approving permanent drainage easement agreement with George R. Novak and Carolyn J. Novak.** Resolution No. R24-29 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE PERMANENT DRAINAGE EASEMENT AGREEMENT WITH GEORGE R. NOVAK AND CAROLYN J. NOVAK, 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.

**4.F. Finance department report.**

**4.G. Payroll and bills on file:** B=Bnd Pymnts; CP=Capt'l Proj; E=Expns; G=Grnts; I=Insrnc; L=Lic; M=Mbrshp; P=Pynt; R=Rfnd; S=Srv & Supp; T=Trng; 3/29/24 \$681,066.49; 911 Custom 55.00 S; A&K Cnslt 600.00 T; A to Z Msg 130.00 S; Ace Hdwr 1,149.76 S; Adv Auto 1,299.28 S; A Pederson 5,000.00 P; J Anderson 21.11 R; Aqua-Chem 2,110.00 S; Aqua-Pure 6,117.38 S; Arnold Mtr 998.84 S; AT&T 15.68 S; Bauer Undgnd 20,443.61 CP; Behlen Tow 1,800.00 S; BergankKDV 50,000.00 S; Blk Hills 5,728.18 S; Blue to Gold 450.00 T; Bound Tree Med 684.96 S; Brown's Shoe 233.99 S; Cap Bus Syst 110.20 S; Carolina Sftwr 4,900.00 L; Casey's Mail Srv 4,535.32 S; CDW Govt 490.16 S; Ctr Pt Lg Prnt 94.08 S; Cent Lnk 930.00 S; Chestman Co 109.16 S; Chrome N' Stl 147.00 S; City of Col 6,904.71 S; Club Prop Syst 500.00 S; CNC Rep 3,442.39 S; Col Cred Srv 185.59 S; Col Scr Prnt 118.00 S; Col Stl Sup 198.10 S; Consltd Mgmt 462.00 S; Cnhskr Marriott 448.00 S; Cnhskr Pub Pwr 900.82 S; Crowne Plz 144.95 S; Culligan 602.27 S; D Johnson Trkg 2,747.96 S; Danko 3,451.35 S; Demco 148.78 S; Dunbar Dgls 17,713.78 S; Eakes 705.40 S; Ecolab 94.95 S; Ergometrics 814.64 S; Evdnt 705.00 S; Extrtr 297.00 S; Frst Natl Bnk 17,450.67 S; Frontier 2,930.57 S; Galls 382.91 S; Gehring Const 5,351.00 S; Golfnw 191.22 S; Grt Plns Comm 1,413.74 S; Grey Hse Publ 462.05 S; Gnslngrs 240.00 S; Hach Co 179.70 S; Hadley-Braitwait 235.75 S; Hawkins 3,090.39 S; HDR 20,375.25 CP; Hrtlnd Nat Gas 7,638.72 S; Hrtlnd Offc 500.00 S; Hobby Lobby 84.64 S; Howerter MD 1,271.00 S; Hy-vee 682.16 S; Intst Pwr 419.94 S; Intximtr 323.25 S; Jackson Srv 1,618.73 S; JEO Cnslt 9,108.75 S; Krny Pub Lib 24.00 S; K Keyes 105.86 R; Kirkman Michael & Assc 12,120.00 CP; Koch Excvtng 225.00 S; Language Ln Srv 330.48 S; LONM 974.00 T; Lib Mrkt 1,500.00 S; Lncln Wnwtr Wrks 788.04 S; Logan Cntctrs Sup 1,049.98 S; Loup Pwr Dist 94,952.32 S; Matheson-Linweld 56.63 S; MD Sol 1,908.51 S; Mech Sales 10,322.89 S; Menards 1,100.93 S; Mid-NE Mut Aid Assoc 40.00 M; Mdwst Lab 878.59 S; Mdwst Machine 350.00 S; Mdwst Petr Equip 386.25 S; Mdwst Srv 1,475.00 S; Mike's Tow 1,350.00 S; Motion Ind 1,365.16 S; Napa Auto 87.30 S; NE Law Enfor 150.00 S; NE Notary 154.00 S; NE Rec & Prks 420.00 M; NE St Fire Mrshl 156.00 S; NE NEB Solid 63,274.55 S; Occ Hlth Srv 1,831.00 S; Olson's Pest 452.50 S; One Call Cncpts 255.06 S; One Src 17.00 S; O'Reilly 295.69 S; Ppr Tiger 35.00 S; Pete Lien 13,886.82 S; Pionr Manu 235.97 S; Platte Co 3,940.00 S; PV Comm 343.75 S; Pomp's 158.00 S; N Porter 137.13 T; Prestox 122.04 S; Prodctvy Plus 388.89 S; Reardon Lwn

408.98 S; Rembolt Ludtke 402.00 S; Rensenhouse 474.90 S; P Roth 145.23 R; RVW 3,110.44 CP; Sand Crk Cnstr 3,545.00 CP; Sapp Bros 22,776.84 S; Schieffer Sgns 438.00 S; Sec Equip 1,616.73 S; Srvmstr by Shevlin 13,315.00 S; Srvmstr 521.94 S; Shevlin 414.04 S; Shirts Are Us 2,123.00 S; Sipple, Hansen, Emerson 4,261.35 S; Sirius Cmptr 4,899.16 S; Solid Waste Assn 449.00 M; Speicher Elect 795.39 S; Stndrd & Assoc 477.00 S; St of NE Dept Rev 48,996.63 P; Spr Savr 58.46 S; Sysco 7,206.68 S; Telecomm Sys 1,970.67 S; The Golf Shop 743.69 P; Tire Outlet 1,567.00 S; TK Elevtr 248.20 S; Too Fast Sup 31.19 S; Tooley 77.66 S; Trctr Sup 127.08 S; Trittech Sftwr 91.83 S; Trck Ctr 20.46 S; Twin Rvrs Vet 265.00 S; USA Blue Bk 7,870.25 S; C Van Dyke 146.50 S; J Van Iperen 238.99 S; Van Wall Equip 4,392.05 S; Vrzn 45.85 S; Vrzn Wrless 4,614.53 S; Waste Conn 561.50 S; Wellness Pntrs 10.00 S; C Wiese 22.29 T; WLT Cnslt 1,000.00 S. TOTAL \$1,261,871.18.

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

6. **SPECIAL PRESENTATIONS:** None

7. **PUBLIC HEARINGS:**

7.A. **Public hearing - Application of SKL LLC dba Maria's Authentic Mexican Cuisine and Riverside Lounge for Class C liquor license at 265 33 Avenue.** No public testimony was heard. The public hearing closed with a motion by Bahr and a second by Schilling. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". A recommendation was made to the Nebraska Liquor Control Commission to approve the application of Maria's Authentic Mexican Cuisine and Riverside Lounge for a Class C liquor license with a motion by Bahr and a second by Schilling. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

7.A.1. **Application of Maria's Authentic Mexican Cuisine and Riverside Lounge for Steven Luong as manager in conjunction with liquor license.** The application of Maria's Authentic Mexican Cuisine and Riverside Lounge for Steven Luong as manager was approved with a motion by Roth and a second by Lopez. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

7.B. **Public hearing - Application of Granville Custom Homes LLC for final plat and development agreement of West Elks 2nd Subdivision (south of 68th Street and 56th Avenue Place). (Planning Commission recommends approval.)** John Zwingman, Advanced Consulting Engineering Services on behalf of the applicant, was available to answer questions. No public testimony was heard. The public hearing closed with a motion by Schilling and a second by Hiemer. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

7.B.1. **Resolution No. R24-30 approving final plat and development agreement.** Resolution No. R24-30 entitled: A RESOLUTION OF THE MAYOR AND

COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A FINAL PLAT OF A PARCEL OF LAND DESCRIBED AS A TRACT OF LAND LOCATED IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 2, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA; THENCE S 90°00'00" W ON THE NORTH LINE OF SAID NORTHWEST 1/4, 680.00 FEET TO THE POINT OF BEGINNING; THENCE S 90°00'00" W ON SAID NORTH LINE, 564.00 FEET; THENCE S 00°00'00" W AND PERPENDICULAR TO SAID NORTH LINE, 1817.53 FEET; THENCE N 89°51'02" E AND PARALLEL TO THE SOUTH LINE OF SAID NORTHWEST 1/4, 1243.96 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE N 00°00'01" W ON SAID EAST LINE, 39.69 FEET TO THE SOUTHEAST CORNER OF WEST ELKS SUBDIVISION, PLATTE COUNTY, NEBRASKA; THENCE S 90°00'00" W ON THE SOUTH LINE OF SAID WEST ELKS SUBDIVISION, 566.27 FEET TO THE SOUTHWEST CORNER OF SAID WEST ELKS SUBDIVISION; THENCE N 00°00'00" E ON THE WEST LINE OF SAID WEST ELKS SUBDIVISION AND PERPENDICULAR TO SAID NORTH LINE, 1543.53 FEET TO A POINT OF CURVATURE ON THE SOUTH RIGHT-OF-WAY LINE OF 56TH AVENUE PLACE; THENCE SOUTHWESTERLY ON A 360.00 FOOT RADIUS CURVE TO THE LEFT ON SAID RIGHT-OF-WAY LINE, 45.94 FEET OF WHICH SAID CURVE HAS A CHORD BEARING OF S 86°20'40" W, 45.91 FEET TO A POINT OF TANGENCY ON SAID RIGHT-OF-WAY LINE; THENCE S 90°00'00" W ON SAID RIGHT-OF-WAY LINE, 67.91 FEET; THENCE N 00°00'00" W, 235.00 FEET TO THE POINT OF BEGINNING, CONTAINING 28.16 ACRES, MORE OR LESS, HEREAFTER TO BE KNOWN AS WEST ELKS 2<sup>ND</sup> SUBDIVISION, PLATTE COUNTY, NEBRASKA; AND APPROVING AND ACCEPTING THE WEST ELKS 2<sup>ND</sup> SUBDIVISION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND GRANVILLE CUSTOM HOMES, INC., A NEBRASKA CORPORATION was adopted with a motion by Bahr and a second by Schilling. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

- 7.C. Public hearing - Application of Zegar Investment Properties LLC to rezone property located on the north side of 8th Street at 10th Avenue from "R-3" (Multi-Family Residential District) to "B-2" (General Commercial District) and amend the Future Land Use Map of the Comprehensive Plan. (Planning Commission recommends approval.)** Aimee Cizek, of McGill, Gotsdiner, Workman, and Lepp on behalf of the applicant, was available to answer questions. No public testimony was heard. The public hearing closed with a motion by Hiemer and a second by Schilling. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

- 7.C.1. Ordinance No. 24-07 approving rezoning.** The rules were suspended and Ordinance No. 24-07 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 AUGUST 21, 2023, AS THE ZONING CODE FOR THE CITY OF COLUMBUS, NEBRASKA, BY ORDINANCE NO. 23-09, TO REZONE AND RECLASSIFY THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT: LOT 1, CUZZIN'S CORNER 2ND SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, AND A TRACT OF LAND LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, CUZZIN'S CORNER 3RD SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; THENCE N89°19'47"E ON THE NORTH LINE OF SAID LOT 1, 289.27 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE S01°31'27"E ON THE EAST LINE OF SAID LOT 1, 200.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF LOT 1, CUZZIN'S CORNER 2ND SUBDIVISION; THENCE S01°27'32"E ON THE WEST LINE OF SAID LOT 1, CUZZIN'S CORNER 2ND SUBDIVISION, 125.60 FEET; THENCE N89°18'33"E, 117.01 FEET; THENCE S01°33'30"E ON THE WEST LINE OF SAID LOT 1, CUZZIN'S CORNER 2ND SUBDIVISION, 149.47 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, CUZZIN'S CORNER 2ND SUBDIVISION; THENCE N89°17'30"E ON THE SOUTH LINE OF SAID LOT 1, CUZZIN'S CORNER 2ND SUBDIVISION, 249.41 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, CUZZIN'S CORNER 2ND SUBDIVISION; THENCE N01°36'21"E ON THE EAST LINE OF SAID LOT 1, CUZZIN'S CORNER 2ND SUBDIVISION, 275.50 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, CUZZIN'S CORNER 2ND SUBDIVISION; THENCE N01°29'41"W, 413.86 FEET; THENCE S88°40'00"W, 651.15 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 12TH AVENUE; THENCE S00°20'59"E ON SAID EAST RIGHT-OF-WAY LINE, 206.91 FEET TO THE POINT OF BEGINNING was read by number only with a motion by Hiemer and a second by Bahr. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 24-07 was adopted with a motion by Hiemer and a second by Schilling. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
- 8. PETITIONS AND COMMUNICATIONS:** None
- 9. REPORTS OF CITY OFFICES:** Finance department report included in Consent Agenda.
- 9.A. Update on Nebraska Department of Transportation 23rd Street Reconstruction Project.** Bogus stated that construction at E 6th Avenue and

segment two, 16th Avenue through 26th Avenue, are on schedule. He encouraged the public to continue using alternative routes to alleviate traffic on 23rd Street and said the 18th Avenue intersection should be opened in approximately one month.

**9.B. 2023 tax increment financing report.** Lindsley gave a brief report.

**10. REPORTS OF COUNCIL COMMITTEES:**

**10.A. PUBLIC PROPERTY, SAFETY, AND WORKS COMMITTEE - March 11, 2024**

**10.A.1. Request of Clark Grant, on behalf of Ferguson Properties, Inc., to extend the time period for completion of public improvements for Park Place 10th Addition to April 17, 2025.** The Public Property, Safety, and Works Committee recommended approval of the request to extend the completion of public improvements for Park Place 10th Addition to April 17, 2025. The report was adopted with a motion by Bahr and a second by Schilling. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

**10.A.2. Request of Clark Grant, on behalf of Ferguson Properties, Inc., to extend the time period for completion of public improvements for Centennial Park 8th Addition to April 17, 2025.** The Public Property, Safety, and Works Committee recommended approval of the request to extend the completion of public improvements for Centennial Park 8th Addition to April 17, 2025. The report was adopted with a motion by Bahr and a second by Lopez. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

**10.A.3. Cost share of paving and infrastructure 2024.** The Public Property, Safety, and Works Committee recommended approval of the city cost share of paving and infrastructure for 2024. The report was adopted with a motion by Hiemer and a second by Schilling. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

**10.A.4. Traffic Control Device Committee reports for 3rd and 4th Quarter 2023 and 1st Quarter 2024.** The Public Property, Safety, and Works Committee recommended approval of the quarterly reports of the Traffic Control Device Committee. The report was adopted with a motion by Schilling and a second by Bahr. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

**10.B. PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE - March 12, 2024**

**10.B.1. Financial and Compliance Audit for year-end September 30, 2023.** The Public Finance, Judiciary, and Personnel Committee recommended approval of the Financial and Compliance Audit with corrections to follow. The report was adopted with a motion by Jablonski and a second by Lopez. Alarcòn,

Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

**10.B.2. Quote from Capital City Concepts in the amount of \$22,000 for benefit and wage study for non-unionized employees.** The Public Finance, Judiciary, and Personnel Committee recommended approval of the quote from Capital City Concepts for a benefit and wage study. The report was adopted with a motion by Freshour and a second by Bahr. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

**10.C. COMMITTEE OF THE WHOLE - March 18, 2024**

**10.C.1. Water and Wastewater Rate Study.** The Committee of the Whole recommended the rate adjustment of 3 percent annually for sewer and 9.5 percent annually for water over the next five years be approved. The report was adopted with a motion by Jablonski and a second by Lopez. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

**10.C.2. Water Master Plan.** The Committee of the Whole recommended the water master plan be approved. The report was adopted with a motion by Schilling and a second by Hiemer. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

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

**12. REPORTS ON LEGISLATION:** None

**13. NEW BUSINESS:**

**13.A. Appointment of JoJo Dunn as fire captain.** Jablonski read a brief resume and the mayor's appointment of JoJo Dunn as fire captain was ratified with a motion by Bahr and a second by Schilling. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

**13.B. Appointment of Ryan Sabata as fire captain.** Jablonski read a brief resume and the mayor's appointment of Ryan Sabata as fire captain was ratified with a motion by Bahr and a second by Hiemer. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

**13.C. Appointment of Derek Salak as fire captain.** Jablonski read a brief resume and the mayor's appointment of Derek Salak as fire captain was ratified with a motion by Bahr and a second by Schilling. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted “Aye” and none voted “Nay”.

**13.D. Plans, specifications, estimate of cost in the amount of \$340,000, and authorization to advertise for bids for Fiber Network Project 2024 (Plans and specifications on file in the engineering department.) CIP #19-09** The plans, specifications, estimate of cost, and authorization to advertise for bids for Fiber Network Project 2024 were approved with a motion by Bahr and a

second by Schilling. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

**13.E. Application of Steven Ramaekers for preliminary plat of Farm View Second Subdivision (16th Avenue and 31st Street). (Planning Commission recommends approval.)** The preliminary plat of Farm View Second Subdivision was approved with a motion by Schilling and a second by Lopez. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

**13.F. Administrative policies and standard operating guidelines for fire department.** The administrative policies and standard operating guidelines for the fire department were approved with a motion by Jablonski and a second by Hiemer. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

**13.G. Comments from mayor and city council members.** Jablonski noted that the recent Cloud 9 Celebration was well attended and he thanked all volunteers that made it a special night. Bulkeley reminded citizens to complete the downtown viaduct survey posted on the city website.

**14. RESOLUTIONS:**

**14.A. Resolution No. R24-31 accepting Deed of Dedication for The Flats Second Subdivision a minor subdivision of Lots 34 and 35, Block A, The Village First Addition (intersection of 25th Street and East 5th Avenue). (Planning Commission recommends approval.)** Resolution No. R24-31 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOTS 34 AND 35, BLOCK A, THE VILLAGE FIRST ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, HEREINAFTER TO BE KNOWN AS "THE FLATS SECOND SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA" was adopted with a motion by Roth and a second by Lopez. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

**14.B. Resolution No. R24-32 approving agency agreement with Nebraska Department of Transportation, Aeronautics Division, for AIP Grant No. 3-31-0019-018-2024 to obtain federal assistance for construction of 8-place T-hanger at airport. CIP #23-30** Resolution No. R24-32 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION FOR AIP GRANT NO. 3-31-0019-018-2024 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE COLUMBUS MUNICIPAL AIRPORT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND TO

AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA was adopted with a motion by Freshour and a second by Schilling. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".

- 14.C. Resolution No. R24-33 approving agency agreement with Nebraska Department of Transportation, Aeronautics Division, for BIL Grant No. 3-31-0019-019-2024 to obtain federal assistance for construction of 8-place T-hanger at airport. CIP #23-30** Resolution No. R24-33 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION FOR BIL GRANT NO. 3-31-0019-019-2024 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE COLUMBUS MUNICIPAL AIRPORT, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA was adopted with a motion by Lopez and a second by Bahr. Alarcòn, Bahr, Freshour, Hiemer, Jablonski, Lopez, Roth, and Schilling voted "Aye" and none voted "Nay".
- 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 6:38 p.m.

Presented and approved this 1st day of April 2024.

OFFICE OF THE CITY CLERK

: Janelle Kline

4.B. Payroll and bills on file.

| Vendor Code<br>Post Date | Vendor Name<br>Activity              | Inv/Check # | Description                                  | Invoice Amt | Check Amt |
|--------------------------|--------------------------------------|-------------|--|-------------|-----------|
| 02359<br>04/02/2024      | 911 CUSTOM LLC<br>INVOICE            | 55625       | BADGES                                       | 390.00      |           |
|                          |                                      |             | Total:                                       | 390.00      |           |
|                          |                                      |             | Net of 1 Invoices / 0 Checks                 | 390.00      |           |
| 11129<br>04/02/2024      | A & K CONSULTING LLC<br>INVOICE      | 2024-005    | 2 DAY PEER SUPPORT TRAINING                  | 300.00      |           |
|                          |                                      |             | Total:                                       | 300.00      |           |
|                          |                                      |             | Net of 1 Invoices / 0 Checks                 | 300.00      |           |
| 11136<br>04/02/2024      | ACCENT FLORAL & GALLERIA<br>INVOICE  | 3.12.2024   | 2 WREATHS MADE FROM OLD ATLAS PAGES          | 200.00      |           |
|                          |                                      |             | Total:                                       | 200.00      |           |
|                          |                                      |             | Net of 1 Invoices / 0 Checks                 | 200.00      |           |
| 00116<br>04/02/2024      | ACE HARDWARE & GARDEN CNT<br>INVOICE | 202085/5    | MARKING FLAG, TIE DOWN, FUSE, WATERPROOF CA: | 87.29       |           |
| 04/02/2024               | INVOICE                              | 202081/5    | WELDTEC SHIP AUGER 1"                        | 42.99       |           |
| 04/02/2024               | INVOICE                              | 201977/5    | KEY MASTER                                   | 2.99        |           |
| 04/02/2024               | INVOICE                              | 201960/5    | KEY SCHLAGE                                  | 8.97        |           |
| 04/02/2024               | INVOICE                              | 201934/5    | WOOD BORING SET                              | 12.99       |           |
| 04/02/2024               | INVOICE                              | 201927/5    | WHIZ LOCK NUTS, USS HX CP, HEX LAG SCREW, U: | 120.44      |           |
| 04/02/2024               | INVOICE                              | 201926/5    | HG DS WHITE 1 GAL                            | 46.99       |           |
| 04/02/2024               | INVOICE                              | 201899/5    | BALL VALVE (RETURN), PUSH TEE, COPPER TUBE   | (1.44)      |           |
| 04/02/2024               | INVOICE                              | 201893/5    | BALL VALVE                                   | 21.99       |           |
| 04/02/2024               | INVOICE                              | 201888/5    | PAINT  | 70.49       |           |
| 04/02/2024               | INVOICE                              | 201879/5    | MARKING FLAGS RED                            | 25.98       |           |
| 04/02/2024               | INVOICE                              | 201867/5    | PUSH STRAIGHT VALVE                          | 10.99       |           |
| 04/02/2024               | INVOICE                              | 201866/5    | PUSH STRAIGHT VALVE (RETURN), COM CONNECT, ( | (2.61)      |           |
| 04/02/2024               | INVOICE                              | 201864/5    | PUSH TEE, PUSH STRAIGHT VALVE                | 19.58       |           |
| 04/02/2024               | INVOICE                              | 202133/5    | FORM-A-GASKET                                | 11.17       |           |
| 04/02/2024               | INVOICE                              | 202119/5    | SLIP JOINT PLIER                             | 2.99        |           |
| 04/02/2024               | INVOICE                              | 202082/5    | COUPLING, HEX BUSHING, PIPE JOINT COMPOUND   | 27.36       |           |
| 04/02/2024               | INVOICE                              | 202070/5    | FLEXI-LOCK CABINET LOCK                      | 4.59        |           |
| 04/02/2024               | INVOICE                              | 202062/5    | ELEMENT 4500W                                | 21.98       |           |
| 04/02/2024               | INVOICE                              | 202040/5    | NUTS, BOLTS, SCREWS, HEX NUT, STOP NUT       | 38.04       |           |
| 04/02/2024               | INVOICE                              | 202017/5    | MILKHOUSE HEATER                             | 63.98       |           |
| 04/02/2024               | INVOICE                              | 202113/5    | 2 - SPRINKLER POPUP 4"                       | 7.18        |           |
| 04/02/2024               | INVOICE                              | 202101/5    | NUTS, BOLTS, SCREWS                          | 6.97        |           |
| 04/02/2024               | INVOICE                              | 202096/5    | O-RING                                       | 0.79        |           |
| 04/02/2024               | INVOICE                              | 202134/5    | NUTS, BOLTS, SCREWS                          | 3.58        |           |
| 04/02/2024               | INVOICE                              | 202140/5    | PUSH THRU ADAPTER, HEX BUSING, CAP           | 11.97       |           |
| 04/02/2024               | INVOICE                              | 202139/5    | NUTS, BOLTS, SCREWS                          | 0.95        |           |
| 04/02/2024               | INVOICE                              | 202158/5    | PAPER TOWELS                                 | 7.99        |           |
| 04/02/2024               | INVOICE                              | 202145/5    | NIPPLE GALV, ELBOW GALV, HOSE ADAPTER        | 14.17       |           |
| 04/02/2024               | INVOICE                              | 202142/5    | COUPLING GALV                                | 2.99        |           |
| 04/02/2024               | INVOICE                              | 202169/5    | POP-UP PLUG, WASHER, SLIP JOINT NUT          | 14.77       |           |
| 04/02/2024               | INVOICE                              | 202164/5    | ADAPTER TRAP PVC, CAP, CAULK                 | 10.37       |           |
| 04/02/2024               | INVOICE                              | 202163/5    | 32 GAL TRASH CAN                             | 39.98       |           |
| 04/02/2024               | INVOICE                              | 202180/5    | GORILLA SUPERGLUE                            | 4.59        |           |
| 04/02/2024               | INVOICE                              | 202245/5    | VINYL TUBING                                 | 2.97        |           |
| 04/02/2024               | INVOICE                              | 202251/5    | AIR FILTER, MILKHOUSE HEATER                 | 51.76       |           |
| 04/02/2024               | INVOICE                              | 202274/5    | DURACEL BATTERIES                            | 47.97       |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity    | Inv/Check #   | Description                                 | Invoice Amt | Check Amt |
|--------------------------|----------------------------|---------------|---|-------------|-----------|
|                          |                            |               | Total:                                      | 866.75      |           |
|                          |                            |               | Net of 37 Invoices / 0 Checks               | 866.75      |           |
| 00180                    | ADVANCE AUTO PARTS         |               |   |             |           |
| 04/02/2024               | INVOICE                    | 5606407363212 | ALUMINUM POLISH, POWER POLISHER             | 36.78       |           |
| 04/02/2024               | INVOICE                    | 5606407463239 | ENGINE OIL FILTER                           | 5.24        |           |
| 04/02/2024               | INVOICE                    | 5606407463242 | ENGINE AIR FILTER                           | 8.50        |           |
| 04/02/2024               | INVOICE                    | 5606407463264 | PIGTAIL                                     | 26.23       |           |
| 04/02/2024               | INVOICE                    | 5606408063407 | BRAKE CLEANER                               | 68.40       |           |
| 04/02/2024               | INVOICE                    | 5606408063415 | GLASS CLEANER                               | 54.00       |           |
|                          |                            |               | Total:                                      | 199.15      |           |
|                          |                            |               | Net of 6 Invoices / 0 Checks                | 199.15      |           |
| 01189                    | AMERICAN RED CROSS         |               |   |             |           |
| 04/02/2024               | INVOICE                    | 22674258      | LIFEGUARDING & WATERPARK SKILLS             | 784.00      |           |
|                          |                            |               | Total:                                      | 784.00      |           |
|                          |                            |               | Net of 1 Invoices / 0 Checks                | 784.00      |           |
| 00256                    | ANDERSON AUTO BODY & SALES |               |   |             |           |
| 04/02/2024               | INVOICE                    | 526177        | REPLACE LOWER FRONT BUMPER VIN #7738        | 1,096.00    |           |
|                          |                            |               | Total:                                      | 1,096.00    |           |
|                          |                            |               | Net of 1 Invoices / 0 Checks                | 1,096.00    |           |
| 10561                    | ARNOLD MOTOR SUPPLY        |               |   |             |           |
| 04/02/2024               | INVOICE                    | 78NV100951    | OIL FILTER, 5 MIN MOTOR FLUSH, PM 10W40     | 42.88       |           |
| 04/02/2024               | INVOICE                    | 78NV100897    | PRIME CONV GREEN 50/50 & PRIME ORG COMPAT 5 | 17.83       |           |
| 04/02/2024               | INVOICE                    | 78NV100765    | HP V-BELT                                   | 13.60       |           |
| 04/02/2024               | INVOICE                    | 78NV100950    | ENGINE OIL FILTER                           | 9.28        |           |
| 04/02/2024               | INVOICE                    | 78NV100859    | 4 - HP V-BELT                               | 54.40       |           |
| 04/02/2024               | INVOICE                    | 78NV100814    | HP V-BELT                                   | 13.60       |           |
| 04/02/2024               | INVOICE                    | 78NV099943    | GASKET REMOVER, ENGINE OIL FILTER           | 27.27       |           |
| 04/02/2024               | INVOICE                    | 78NV099824    | NITRILE XL, #2 GREASE                       | 23.88       |           |
| 04/02/2024               | INVOICE                    | 78NV100411    | VAL 0W40, PM 10W30                          | 94.09       |           |
| 04/02/2024               | INVOICE                    | 78NV100443    | ENGINE OIL FILTER                           | 18.54       |           |
| 04/02/2024               | INVOICE                    | 78NV100186    | AIR DRYER CARTRIDGE                         | 33.33       |           |
|                          |                            |               | Total:                                      | 348.70      |           |
|                          |                            |               | Net of 11 Invoices / 0 Checks               | 348.70      |           |
| 00360                    | ASCAP                      |               |   |             |           |
| 04/02/2024               | INVOICE                    | 192000402532  | LICENSE FEE ADJ                             | 12.83       |           |
|                          |                            |               | Total:                                      | 12.83       |           |
|                          |                            |               | Net of 1 Invoices / 0 Checks                | 12.83       |           |
| 00278                    | AWARDS & ENGRAVING         |               |   |             |           |
| 04/02/2024               | INVOICE                    | 12966         | CAPTIAN DOOR SIGN                           | 20.00       |           |
|                          |                            |               | Total:                                      | 20.00       |           |
|                          |                            |               | Net of 1 Invoices / 0 Checks                | 20.00       |           |
| 02344                    | BAIRD HOLM LLP             |               |   |             |           |
| 04/02/2024               | INVOICE                    | 312332        | ANALYZE PARAMETERS & VIABILITY OF POTENTIAL | 661.50      |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity       | Inv/Check #   | Description                                  | Invoice Amt | Check Amt |
|--------------------------|-------------------------------|---------------|--|-------------|-----------|
|                          |                               |               | Total:                                       | 661.50      |           |
|                          |                               |               | Net of 1 Invoices / 0 Checks                 | 661.50      |           |
| 10435                    | BEST VERSION MEDIA, LLC       |               |  |             |           |
| 04/02/2024               | INVOICE                       | 316377-202405 | AD MANAGEMENT FEE                            | 152.00      |           |
|                          |                               |               | Total:                                       | 152.00      |           |
|                          |                               |               | Net of 1 Invoices / 0 Checks                 | 152.00      |           |
| 00337                    | BOMGAARS                      |               |  |             |           |
| 04/02/2024               | INVOICE                       | 35299794      | PRIMER, SPRAY PAINT                          | 24.96       |           |
| 04/02/2024               | INVOICE                       | 35304292      | SHOP TOWELS                                  | 12.99       |           |
| 04/02/2024               | INVOICE                       | 35302888      | TOW CHAIN, RATCHET BINDER, LEVER BINDER, CLJ | 354.50      |           |
| 04/02/2024               | INVOICE                       | 35299726      | PIPE INSULATION, TARP, IAMS DOG FOOD         | 229.51      |           |
| 04/02/2024               | INVOICE                       | 35302088      | STRAINER ASSEMBLY                            | 19.99       |           |
| 04/02/2024               | INVOICE                       | 35297252      | ADJUSTABLE NOZZLE, HOSE COUPLING             | 16.68       |           |
| 04/02/2024               | INVOICE                       | 35299592      | MUFFLER                                      | 8.99        |           |
| 04/02/2024               | INVOICE                       | 35299599      | PLIERS, TAPE MEASURE, HITCH PIN              | 29.47       |           |
| 04/02/2024               | INVOICE                       | 35301212      | MUD SHIELD                                   | 22.99       |           |
| 04/02/2024               | INVOICE                       | 35301899      | FASTENERS                                    | 17.12       |           |
| 04/02/2024               | INVOICE                       | 35301916      | CONNECTOR KIT                                | 18.99       |           |
| 04/02/2024               | INVOICE                       | 35301568      | FASTENERS                                    | 17.12       |           |
| 04/02/2024               | INVOICE                       | 35307394      | ANTI-SEIZE LUBRICANT                         | 12.99       |           |
| 04/02/2024               | INVOICE                       | 35304298      | INKZALL MARKER, MICROWAVE FUSE               | 15.47       |           |
| 04/02/2024               | INVOICE                       | 35304387      | WOOD POST, BOLTS                             | 30.71       |           |
| 04/02/2024               | INVOICE                       | 35305189      | BOLTS, WOOD POST                             | 22.81       |           |
| 04/02/2024               | INVOICE                       | 35305676      | GREASE                                       | 179.60      |           |
| 04/02/2024               | INVOICE                       | 35307805      | STRING LINE                                  | 11.99       |           |
|                          |                               |               | Total:                                       | 1,046.88    |           |
|                          |                               |               | Net of 18 Invoices / 0 Checks                | 1,046.88    |           |
| 10626                    | CAPITAL ONE - WALMART         |               |  |             |           |
| 04/02/2024               | INVOICE                       | 784926        | CHEX MIX, SNACKS, BOOK, MOTTS APPLE JUICE    | 87.08       |           |
| 04/02/2024               | INVOICE                       | 00969         | FOAN CUPS, WATER, CAT FOOD                   | 64.20       |           |
|                          |                               |               | Total:                                       | 151.28      |           |
|                          |                               |               | Net of 2 Invoices / 0 Checks                 | 151.28      |           |
| 10604                    | CASEY'S MAIL SERVICE LLC      |               |  |             |           |
| 04/02/2024               | INVOICE                       | 3583          | LIBRARY/MEDIA MAIL FEB                       | 817.42      |           |
|                          |                               |               | Total:                                       | 817.42      |           |
|                          |                               |               | Net of 1 Invoices / 0 Checks                 | 817.42      |           |
| 00060                    | CDW GOVERNMENT                |               |  |             |           |
| 04/02/2024               | INVOICE                       | PX83578       | ADO GOV CC ALL APP, ADO GOV ACROBAT STD      | 2,823.98    |           |
|                          |                               |               | Total:                                       | 2,823.98    |           |
|                          |                               |               | Net of 1 Invoices / 0 Checks                 | 2,823.98    |           |
| 00293                    | CENTRAL VALLEY AG COOPERATIVE |               |  |             |           |
| 04/02/2024               | INVOICE                       | 2200686       | PERFECTION LAWN GRASS SEED                   | 240.60      |           |
|                          |                               |               | Total:                                       | 240.60      |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity             | Inv/Check #     | Description                          | Invoice Amt | Check Amt |
|--------------------------|-------------------------------------|-----------------|--------------------------------------|-------------|-----------|
|                          |                                     |                 | Net of 1 Invoices / 0 Checks         | 240.60      |           |
| 10642                    | CHROME N' STEEL TRUCK & TRAILER LLC |                 |                                      |             |           |
| 04/02/2024               | INVOICE                             | 7211            | NEW 4707 SHOE KIT                    | 268.00      |           |
| 04/02/2024               | INVOICE                             | 691285          | CREDIT - OIL FILTER                  | (32.00)     |           |
| 04/02/2024               | INVOICE                             | 7315            | NEW 4707 SHOE KIT, DRIVE BRAKE DRUM  | 868.00      |           |
|                          |                                     |                 | Total:                               | 1,104.00    |           |
|                          |                                     |                 | Net of 3 Invoices / 0 Checks         | 1,104.00    |           |
| 10223                    | CN WELDING WORKS                    |                 |                                      |             |           |
| 04/02/2024               | INVOICE                             | 4028            | ADAPTOR REPAIRS                      | 3,380.00    |           |
|                          |                                     |                 | Total:                               | 3,380.00    |           |
|                          |                                     |                 | Net of 1 Invoices / 0 Checks         | 3,380.00    |           |
| 03140                    | COLUMBUS AREA CHAMBER OF            |                 |                                      |             |           |
| 04/02/2024               | INVOICE                             | HEALTH          | COLUMBUS BUCKS-PACE PROGRAM          | 1,160.00    |           |
|                          |                                     |                 | Total:                               | 1,160.00    |           |
|                          |                                     |                 | Net of 1 Invoices / 0 Checks         | 1,160.00    |           |
| 11098                    | COLUMBUS ARTS COUNCIL               |                 |                                      |             |           |
| 04/02/2024               | INVOICE                             | 1               | SCULPTURE WALK SPONSORSHIP           | 2,500.00    |           |
|                          |                                     |                 | Total:                               | 2,500.00    |           |
|                          |                                     |                 | Net of 1 Invoices / 0 Checks         | 2,500.00    |           |
| 03141                    | COLUMBUS COMMUNITY HOSPITAL         |                 |                                      |             |           |
| 04/02/2024               | INVOICE                             | 10002274        | PHARMACY, IV SOLUTIONS               | 1,899.18    |           |
|                          |                                     |                 | Total:                               | 1,899.18    |           |
|                          |                                     |                 | Net of 1 Invoices / 0 Checks         | 1,899.18    |           |
| 00036                    | COLUMBUS CUSTOM EMBROIDERY          |                 |                                      |             |           |
| 04/02/2024               | INVOICE                             | E44680          | POLO'S                               | 192.00      |           |
|                          |                                     |                 | Total:                               | 192.00      |           |
|                          |                                     |                 | Net of 1 Invoices / 0 Checks         | 192.00      |           |
| 11093                    | CONNER PSYCHOLOGICAL SERVICES PC    |                 |                                      |             |           |
| 04/02/2024               | INVOICE                             | 10002389        | OFFICER INVOLVED SHOOTING            | 1,560.00    |           |
|                          |                                     |                 | Total:                               | 1,560.00    |           |
|                          |                                     |                 | Net of 1 Invoices / 0 Checks         | 1,560.00    |           |
| 01081                    | CONSOLIDATED MANAGEMENT CO          |                 |                                      |             |           |
| 04/02/2024               | INVOICE                             | CMC-INV-2400937 | MEALS - FULLER, MEISINGER            | 230.75      |           |
| 04/02/2024               | INVOICE                             | CMC-INV-2401022 | MEALS - FULLER, MEISINGER            | 190.40      |           |
|                          |                                     |                 | Total:                               | 421.15      |           |
|                          |                                     |                 | Net of 2 Invoices / 0 Checks         | 421.15      |           |
| 00819                    | CORNHUSKER INT'L TRUCKS, INC        |                 |                                      |             |           |
| 04/02/2024               | INVOICE                             | 4197574         | ADAPTER, O RING, HOSE KIT, VALVE KIT | 1,289.59    |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity  | Inv/Check # | Description                                 | Invoice Amt | Check Amt |
|--------------------------|--------------------------|-------------|---|-------------|-----------|
|                          |                          |             | Total:                                      | 1,289.59    |           |
|                          |                          |             | Net of 1 Invoices / 0 Checks                | 1,289.59    |           |
| 03149                    | CULLIGAN OF COLUMBUS     |             |   |             |           |
| 04/02/2024               | INVOICE                  | 282687      | SALT SOLAR DELIVERED                        | 52.00       |           |
|                          |                          |             | Total:                                      | 52.00       |           |
|                          |                          |             | Net of 1 Invoices / 0 Checks                | 52.00       |           |
| 03279                    | DAS STATE ACCOUNTING     |             |   |             |           |
| 04/02/2024               | INVOICE                  | 1418388     | MONTHLY NETWORK CHARGES                     | 307.20      |           |
| 04/02/2024               | INVOICE                  | 1418439     | MONTHLY NETWORK CHARGES                     | 1,356.79    |           |
|                          |                          |             | Total:                                      | 1,663.99    |           |
|                          |                          |             | Net of 2 Invoices / 0 Checks                | 1,663.99    |           |
| 03158                    | EAKES OFFICE SOLUTIONS   |             |   |             |           |
| 04/02/2024               | INVOICE                  | 8906124-0   | PEN   | 9.66        |           |
| 04/02/2024               | INVOICE                  | INV539513   | COPIER CONTRACT                             | 328.12      |           |
| 04/02/2024               | INVOICE                  | 8906123-0   | POUCH, LAM                                  | 20.93       |           |
| 04/02/2024               | INVOICE                  | 8902366-0   | LEGAL PADS                                  | 44.17       |           |
| 04/02/2024               | INVOICE                  | 8902366-1   | FORKS, SPOONS                               | 41.72       |           |
| 04/02/2024               | INVOICE                  | 8898056-0   | ENVELOPES                                   | 129.38      |           |
|                          |                          |             | Total:                                      | 573.98      |           |
|                          |                          |             | Net of 6 Invoices / 0 Checks                | 573.98      |           |
| 03161                    | ELECTRICAL ENGINEERING & |             |   |             |           |
| 04/02/2024               | INVOICE                  | 8506022-00  | LED PHOTO CONTROL - SIDE LENS, BUTTON STYLE | 70.22       |           |
| 04/02/2024               | INVOICE                  | 8515591-00  | GEL 66474, GEL 68852                        | 361.15      |           |
|                          |                          |             | Total:                                      | 431.37      |           |
|                          |                          |             | Net of 2 Invoices / 0 Checks                | 431.37      |           |
| 02891                    | EXTREME GLASS            |             |   |             |           |
| 04/02/2024               | INVOICE                  | 5277        | 48X38 WINDSHIELD - CASE PAYLOADER #24       | 317.50      |           |
|                          |                          |             | Total:                                      | 317.50      |           |
|                          |                          |             | Net of 1 Invoices / 0 Checks                | 317.50      |           |
| 03165                    | FASTENAL COMPANY         |             |   |             |           |
| 04/02/2024               | INVOICE                  | NECOL253789 | THREAD SEALANT                              | 126.99      |           |
|                          |                          |             | Total:                                      | 126.99      |           |
|                          |                          |             | Net of 1 Invoices / 0 Checks                | 126.99      |           |
| 00334                    | FIFTH SEASON INC         |             |   |             |           |
| 04/02/2024               | INVOICE                  | 109618      | SPRING AERATION                             | 216.00      |           |
|                          |                          |             | Total:                                      | 216.00      |           |
|                          |                          |             | Net of 1 Invoices / 0 Checks                | 216.00      |           |
| 00459                    | GALE                     |             |   |             |           |
| 04/02/2024               | INVOICE                  | 83904700    | MATERIALS                                   | 107.20      |           |
| 04/02/2024               | INVOICE                  | 83904703    | MATERIALS                                   | 20.79       |           |
| 04/02/2024               | INVOICE                  | 83932417    | MATERIALS                                   | 77.97       |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity      | Inv/Check #        | Description                             | Invoice Amt | Check Amt |
|--------------------------|------------------------------|--------------------|---|-------------|-----------|
|                          |                              |                    | Total:                                  | 205.96      |           |
|                          |                              |                    | Net of 3 Invoices / 0 Checks            | 205.96      |           |
| 03174                    | GEHRING CONSTRUCTION &       |                    |   |             |           |
| 04/02/2024               | INVOICE                      | 75298              | 15TH STREET & 18TH AVE                  | 323.00      |           |
| 04/02/2024               | INVOICE                      | 75320              | 22ND AVE & 17TH STREET                  | 575.00      |           |
| 04/02/2024               | INVOICE                      | 75331              | 1/2" REBAR                              | 130.00      |           |
| 04/02/2024               | INVOICE                      | 24016              | HOT POUR TAR SEALANT                    | 1,881.00    |           |
| 04/02/2024               | INVOICE                      | 75382              | 8TH STREET & 3RD AVE                    | 391.25      |           |
|                          |                              |                    | Total:                                  | 3,300.25    |           |
|                          |                              |                    | Net of 5 Invoices / 0 Checks            | 3,300.25    |           |
| 00303                    | GENE STEFFY FORD             |                    |   |             |           |
| 04/02/2024               | INVOICE                      | 217045             | LUBE, OIL, FILTER, BATTERY VIN #6562    | 297.37      |           |
|                          |                              |                    | Total:                                  | 297.37      |           |
|                          |                              |                    | Net of 1 Invoices / 0 Checks            | 297.37      |           |
| 02594                    | GREAT PLAINS BUILDING SUPPLY |                    |   |             |           |
| 04/02/2024               | INVOICE                      | 2403-524540        | 50# ATHLETIC FIELD MARKER               | 1,480.08    |           |
|                          |                              |                    | Total:                                  | 1,480.08    |           |
|                          |                              |                    | Net of 1 Invoices / 0 Checks            | 1,480.08    |           |
| 02075                    | GREAT PLAINS COMMUNICATIONS  |                    |   |             |           |
| 04/02/2024               | INVOICE                      | 125755 996-426-002 | INTERNET 04/01 - 04/30                  | 218.62      |           |
|                          |                              |                    | Total:                                  | 218.62      |           |
|                          |                              |                    | Net of 1 Invoices / 0 Checks            | 218.62      |           |
| 03182                    | HACH COMPANY                 |                    |   |             |           |
| 04/02/2024               | INVOICE                      | 13965785           | MODIFIED AGAR PLATES                    | 761.00      |           |
|                          |                              |                    | Total:                                  | 761.00      |           |
|                          |                              |                    | Net of 1 Invoices / 0 Checks            | 761.00      |           |
| 00272                    | HAWKINS INC                  |                    |   |             |           |
| 04/02/2024               | INVOICE                      | 6708284            | CHEMICALS                               | 3,950.80    |           |
|                          |                              |                    | Total:                                  | 3,950.80    |           |
|                          |                              |                    | Net of 1 Invoices / 0 Checks            | 3,950.80    |           |
| 00150                    | HOMETOWN LEASING             |                    |   |             |           |
| 04/02/2024               | INVOICE                      | 19                 | COPIER LEASE PAYMENT                    | 175.00      |           |
|                          |                              |                    | Total:                                  | 175.00      |           |
|                          |                              |                    | Net of 1 Invoices / 0 Checks            | 175.00      |           |
| 02781                    | HOTSYS EQUIPMENT CO.         |                    |   |             |           |
| 04/02/2024               | INVOICE                      | 342127             | SERVICE MAINTENANCE-INCLUDES OIL CHANGE | 217.00      |           |
|                          |                              |                    | Total:                                  | 217.00      |           |
|                          |                              |                    | Net of 1 Invoices / 0 Checks            | 217.00      |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity                 | Inv/Check #   | Description                             | Invoice Amt | Check Amt |
|--------------------------|---|---------------|---|-------------|-----------|
| 02951<br>04/02/2024      | HTR INC./KLUTE TRUCK EQUIP<br>INVOICE   | 44218         | 2 - BLUE LED                            | 140.50      |           |
|                          |   |               | Total:                                  | 140.50      |           |
|                          |   |               | Net of 1 Invoices / 0 Checks            | 140.50      |           |
| 03194<br>04/02/2024      | INGRAM LIBRARY SERVICES, INC<br>INVOICE | 80866239      | MATERIALS                               | 2,047.61    |           |
| 04/02/2024               | INVOICE                                 | 80855940      | MATERIALS                               | 413.70      |           |
| 04/02/2024               | INVOICE                                 | 80669957      | MATERIALS                               | 65.42       |           |
| 04/02/2024               | INVOICE                                 | 80721376      | MATERIALS                               | 64.32       |           |
| 04/02/2024               | INVOICE                                 | 80978091      | MATERIALS                               | 75.99       |           |
| 04/02/2024               | INVOICE                                 | 80989870      | MATERIALS                               | 190.72      |           |
|                          |   |               | Total:                                  | 2,857.76    |           |
|                          |   |               | Net of 6 Invoices / 0 Checks            | 2,857.76    |           |
| 02554<br>04/02/2024      | INTERSTATE BATTERY SYSTEM<br>INVOICE    | 360001911     | BATTERIES                               | 573.80      |           |
|                          |   |               | Total:                                  | 573.80      |           |
|                          |   |               | Net of 1 Invoices / 0 Checks            | 573.80      |           |
| 10722<br>04/02/2024      | INTERSTATE POWER SYSTEMS INC<br>INVOICE | R013111846:01 | GENERATOR FUEL GELLED, REPLACED FILTERS | 1,059.83    |           |
|                          |   |               | Total:                                  | 1,059.83    |           |
|                          |   |               | Net of 1 Invoices / 0 Checks            | 1,059.83    |           |
| 03199<br>04/02/2024      | JACKSON SERVICES INC<br>INVOICE         | 5257946       | MATS, SHOP TOWELS, UNIFORMS             | 280.71      |           |
| 04/02/2024               | INVOICE                                 | 5255047       | UNIFORMS                                | 25.64       |           |
| 04/02/2024               | INVOICE                                 | 5255039       | MATS                                    | 63.85       |           |
| 04/02/2024               | INVOICE                                 | 5257052       | MATS, ROLLER TOWELS, UNIFORMS           | 144.02      |           |
| 04/02/2024               | INVOICE                                 | 5257056       | UNIFORMS                                | 26.56       |           |
| 04/02/2024               | INVOICE                                 | 5257055       | MOPS, MATS, POLISH TOWEL                | 55.40       |           |
| 04/02/2024               | INVOICE                                 | 5257054       | MATS, BAR TOWELS, SHOPTOWELS ORANGE     | 34.03       |           |
| 04/02/2024               | INVOICE                                 | 5257053       | UNIFORMS                                | 93.22       |           |
| 04/02/2024               | INVOICE                                 | 5257045       | UNIFORMS                                | 135.01      |           |
| 04/02/2024               | INVOICE                                 | 5255048       | UNIFORMS                                | 73.51       |           |
| 04/02/2024               | INVOICE                                 | 5260162       | UNIFORMS                                | 73.49       |           |
| 04/02/2024               | INVOICE                                 | 5260161       | UNIFORMS                                | 25.62       |           |
| 04/02/2024               | INVOICE                                 | 5260158       | BAR MOPS, MICROFIBER TOWELS, APRONS     | 52.88       |           |
| 04/02/2024               | INVOICE                                 | 5262161       | UNIFORMS                                | 26.54       |           |
| 04/02/2024               | INVOICE                                 | 5262160       | MAT                                     | 2.92        |           |
| 04/02/2024               | INVOICE                                 | 5262159       | UNIFORMS                                | 93.20       |           |
| 04/02/2024               | INVOICE                                 | 5262158       | UNIFORMS                                | 109.54      |           |
| 04/02/2024               | INVOICE                                 | 5262151       | UNIFORMS                                | 134.99      |           |
| 04/02/2024               | INVOICE                                 | 5265238       | UNIFORMS                                | 237.13      |           |
|                          |   |               | Total:                                  | 1,688.26    |           |
|                          |   |               | Net of 19 Invoices / 0 Checks           | 1,688.26    |           |
| 02595<br>04/02/2024      | K & S TOOL SERVICE<br>INVOICE           | 127174        | 2.4 TIP, SOLDERING IRON KIT             | 158.98      |           |

| Vendor Code<br>Post Date          | Vendor Name<br>Activity                    | Inv/Check #                  | Description   | Invoice Amt      | Check Amt |
|-----------------------------------|--|------------------------------|---|------------------|-----------|
|                                   |  |                              | Total:  | 158.98           |           |
|                                   |  |                              | Net of 1 Invoices / 0 Checks  | 158.98           |           |
| 11137<br>04/02/2024               | KELLEY JAMES<br>INVOICE                    | 3.14.24                      | CDL LEARNERS PERMIT   | 30.75            |           |
|                                   |  |                              | Total:  | 30.75            |           |
|                                   |  |                              | Net of 1 Invoices / 0 Checks  | 30.75            |           |
| 03202<br>04/02/2024<br>04/02/2024 | KELLY SUPPLY COMPANY<br>INVOICE<br>INVOICE | S12293356-0<br>S12293468-0   | GATES STEM, 1/2 HOSE POWER-CRIMP CHARGE<br>STAINLESS STEEL CLAMP, BAND-IT CLAMP | 21.08<br>5.78    |           |
|                                   |  |                              | Total:  | 26.86            |           |
|                                   |  |                              | Net of 2 Invoices / 0 Checks  | 26.86            |           |
| 01644<br>04/02/2024               | KEYES KELLI<br>INVOICE                     | 3.25.2024                    | CLERK INSTITUTE - MEALS   | 16.40            |           |
|                                   |  |                              | Total:  | 16.40            |           |
|                                   |  |                              | Net of 1 Invoices / 0 Checks  | 16.40            |           |
| 03206<br>04/02/2024               | KOCH EXCAVATING CO INC<br>INVOICE          | 34723                        | 2.54 TONS WESTERN TAN   | 190.50           |           |
|                                   |  |                              | Total:  | 190.50           |           |
|                                   |  |                              | Net of 1 Invoices / 0 Checks  | 190.50           |           |
| 10247<br>04/02/2024               | LABORDE, ADAM<br>INVOICE                   | GISLAB-0004                  | GIS SUPPORT SERVICES - JANUARY & FEBRUARY 20                                    | 3,400.00         |           |
|                                   |  |                              | Total:  | 3,400.00         |           |
|                                   |  |                              | Net of 1 Invoices / 0 Checks  | 3,400.00         |           |
| 02596<br>04/02/2024               | LAWSON PRODUCTS<br>INVOICE                 | 9311378392                   | MINI FUSE, CABLE TIES, PUSH CONN, HEX WASHER                                    | 127.06           |           |
|                                   |  |                              | Total:  | 127.06           |           |
|                                   |  |                              | Net of 1 Invoices / 0 Checks  | 127.06           |           |
| 00103<br>04/02/2024<br>04/02/2024 | LINCOLN JOURNAL STAR<br>INVOICE<br>INVOICE | 118-60106294<br>118-60003415 | ADVERTISING<br>MEETING NOTICES, ORDINANCES, MINUTES                             | 250.50<br>844.39 |           |
|                                   |  |                              | Total:  | 1,094.89         |           |
|                                   |  |                              | Net of 2 Invoices / 0 Checks  | 1,094.89         |           |
| 11142<br>04/02/2024               | LINCOLN TENT<br>INVOICE                    | I4276                        | USED 30X 50 TENT  | 4,500.00         |           |
|                                   |  |                              | Total:  | 4,500.00         |           |
|                                   |  |                              | Net of 1 Invoices / 0 Checks  | 4,500.00         |           |
| 00822<br>04/02/2024               | LINCOLN WINWATER WORKS<br>INVOICE          | 10035601                     | 14" MJ BUTTERFLY VALVE  | 3,931.25         |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity    | Inv/Check #   | Description                                  | Invoice Amt | Check Amt |
|--------------------------|----------------------------|---------------|--|-------------|-----------|
|                          |                            |               | Total:                                       | 3,931.25    |           |
|                          |                            |               | Net of 1 Invoices / 0 Checks                 | 3,931.25    |           |
| 02806                    | MACQUEEN EQUIPMENT         |               |  |             |           |
| 04/02/2024               | INVOICE                    | P12666        | S/B SEG HD 4 PK                              | 1,029.31    |           |
|                          |                            |               | Total:                                       | 1,029.31    |           |
|                          |                            |               | Net of 1 Invoices / 0 Checks                 | 1,029.31    |           |
| 03220                    | MENARDS                    |               |  |             |           |
| 04/02/2024               | INVOICE                    | 3433          | PVC CUTTER, HOSE BIBB, REMOVAL TOOL, BRASS 1 | 92.15       |           |
| 04/02/2024               | INVOICE                    | 3450          | 14 - 2.5 GAL DEF                             | 132.72      |           |
| 04/02/2024               | INVOICE                    | 3347          | US FLAG, P-CORD, QUICK SNAP, TARP            | 62.29       |           |
| 04/02/2024               | INVOICE                    | 3516          | WELDABLE FLAT, CARR BOLT, INSERT LOCKNUT     | 18.45       |           |
| 04/02/2024               | INVOICE                    | 3558          | CLASSIC POST MOUNT COMBO                     | 35.90       |           |
| 04/02/2024               | INVOICE                    | 3106          | DAWM   | 79.52       |           |
| 04/02/2024               | INVOICE                    | 3105          | 1/4" FLARE NUT, 1/4" OD X 20' UT COPPER      | 14.15       |           |
| 04/02/2024               | INVOICE                    | 3093          | MOLE KILLER, DRILL BIT SET, N95 COOLFLOW VA: | 93.75       |           |
| 04/02/2024               | INVOICE                    | 3016          | BLUE TOWELS, LOCTITE, CONTRACTOR BAGS        | 29.75       |           |
| 04/02/2024               | INVOICE                    | 3219          | 2"X10" PVC, 2" 90 DGR BELLED                 | 110.60      |           |
| 04/02/2024               | INVOICE                    | 3188          | SHOP LIGHT, SPRING WATER, GREEN CORD, SOCKC: | 37.61       |           |
| 04/02/2024               | INVOICE                    | 3213          | Y STRAINER, BARB ELBOW, MALE ADAPTER, TEFLOI | 58.84       |           |
| 04/02/2024               | INVOICE                    | 3130          | AIR SHUT OFF KIT, COMP CONNECTOR, GALV REDUC | 12.34       |           |
| 04/02/2024               | INVOICE                    | 3011          | 1/2" LFMC STR CNCTR, 1/2"X25' LQDT NMTL CONI | 36.73       |           |
| 04/02/2024               | INVOICE                    | 3043          | TOOLBOX, WD-40, PEAK 50/50, CRC BRAKELEEN    | 139.68      |           |
|                          |                            |               | Total:                                       | 954.48      |           |
|                          |                            |               | Net of 15 Invoices / 0 Checks                | 954.48      |           |
| 03222                    | MID-AMERICAN RESEARCH      |               |  |             |           |
| 04/02/2024               | INVOICE                    | 0814015-IN    | VEG-A-KILL PLUS                              | 675.50      |           |
| 04/02/2024               | INVOICE                    | 0814247-IN    | BOWL CLEANER                                 | 150.00      |           |
|                          |                            |               | Total:                                       | 825.50      |           |
|                          |                            |               | Net of 2 Invoices / 0 Checks                 | 825.50      |           |
| 00487                    | MIDWEST TAPE LLC           |               |  |             |           |
| 04/02/2024               | INVOICE                    | 505230325     | DVD'S  | 69.71       |           |
|                          |                            |               | Total:                                       | 69.71       |           |
|                          |                            |               | Net of 1 Invoices / 0 Checks                 | 69.71       |           |
| 03230                    | MOTION INDUSTRIES INC      |               |  |             |           |
| 04/02/2024               | INVOICE                    | NE07-00505606 | VITON OIL SEAL                               | 123.50      |           |
| 04/02/2024               | INVOICE                    | NE07-00504830 | 15 INCH OCTAGONAL LED MINI LIGHT             | 196.14      |           |
|                          |                            |               | Total:                                       | 319.64      |           |
|                          |                            |               | Net of 2 Invoices / 0 Checks                 | 319.64      |           |
| 00210                    | MUNICIPAL PIPE TOOL CO LLC |               |  |             |           |
| 04/02/2024               | INVOICE                    | 34368         | HYDRO X NOZZLE                               | 345.35      |           |
| 04/02/2024               | INVOICE                    | 34371         | RETURN REPAIR CAMERA                         | 1,666.08    |           |
|                          |                            |               | Total:                                       | 2,011.43    |           |
|                          |                            |               | Net of 2 Invoices / 0 Checks                 | 2,011.43    |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity                     | Inv/Check # | Description                                   | Invoice Amt | Check Amt |
|--------------------------|---|-------------|---|-------------|-----------|
| 11141<br>04/02/2024      | MYTCOAT<br>INVOICE                          | 55625       | 2 - 46' SQUARE PEDESTAL TABLES                | 3,310.00    |           |
|                          |   |             | Total:  | 3,310.00    |           |
|                          |   |             | Net of 1 Invoices / 0 Checks                  | 3,310.00    |           |
| 10225<br>04/02/2024      | NAPA AUTO PARTS OF COLUMBUS<br>INVOICE      | 744241      | TERMINAL                                      | 8.60        |           |
|                          |   |             | Total:  | 8.60        |           |
|                          |   |             | Net of 1 Invoices / 0 Checks                  | 8.60        |           |
| 00021<br>04/02/2024      | NEBRASKA EMERGENCY SERVICE<br>INVOICE       | DUES        | NESCA MEMBERSHIP DUES                         | 210.00      |           |
|                          |   |             | Total:  | 210.00      |           |
|                          |   |             | Net of 1 Invoices / 0 Checks                  | 210.00      |           |
| 00140<br>04/02/2024      | NEBRASKA GOLF & TURF INC<br>INVOICE         | 02-157200   | 108 - 8 VOLT BATTERIES, SPEED SENSOR , INNEI  | 24,492.49   |           |
|                          |   |             | Total:  | 24,492.49   |           |
|                          |   |             | Net of 1 Invoices / 0 Checks                  | 24,492.49   |           |
| 00444<br>04/02/2024      | NEBRASKA PUBLIC HEALTH<br>INVOICE           | 575529      | TESTING & SUPPLIES                            | 750.00      |           |
|                          |   |             | Total:  | 750.00      |           |
|                          |   |             | Net of 1 Invoices / 0 Checks                  | 750.00      |           |
| 11076<br>04/02/2024      | NEBRASKA RECREATION & PARK ASSOC<br>INVOICE | 2024-2      | FULL PAGE ADVERTISING NERPA REC & PARK SPRIN  | 600.00      |           |
|                          |   |             | Total:  | 600.00      |           |
|                          |   |             | Net of 1 Invoices / 0 Checks                  | 600.00      |           |
| 00039<br>04/02/2024      | NEBRASKA RURAL WATER ASSOC<br>INVOICE       | 3.27.2024   | NERWA ANNUAL CONFERENCE 2024                  | 1,335.00    |           |
|                          |   |             | Total:  | 1,335.00    |           |
|                          |   |             | Net of 1 Invoices / 0 Checks                  | 1,335.00    |           |
| 03246<br>04/02/2024      | NORTHEAST NEBRASKA ECONOMIC<br>INVOICE      | 25313       | DHA TRUST REUSE FEBRUARY 2024 ADMIN SERVICE:  | 63.75       |           |
| 04/02/2024               | INVOICE                                     | 25307       | CDBG REHAD REUSE FEBRUARY 2024 ADMIN SERVICE: | 21.25       |           |
| 04/02/2024               | INVOICE                                     | 25296       | CDBG DHA REUSE FEBRUARY 2024 ADMIN SERVICES   | 97.25       |           |
|                          |   |             | Total:  | 182.25      |           |
|                          |   |             | Net of 3 Invoices / 0 Checks                  | 182.25      |           |
| 00358<br>04/02/2024      | OBRIST & CO INC<br>INVOICE                  | 15105       | SERVICE CALL - CAMERA LINE                    | 220.00      |           |
|                          |   |             | Total:  | 220.00      |           |
|                          |   |             | Net of 1 Invoices / 0 Checks                  | 220.00      |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity       | Inv/Check # | Description                                 | Invoice Amt | Check Amt |
|--------------------------|-------------------------------|-------------|---|-------------|-----------|
| 03249                    | OCCUPATIONAL HEALTH SERV      |             |   |             |           |
| 04/02/2024               | INVOICE                       | 3993        | PRE-EMPLOYMENT PHYSICAL                     | 1,458.00    |           |
| 04/02/2024               | INVOICE                       | 3618        | COLLECTION & TESTING, PRE-EMPLOYMENT PHYSIC | 936.00      |           |
| 04/02/2024               | INVOICE                       | 5216        | COLUMBUS FIREFIGHTERS - TESTING & COLLECTIO | 6,638.00    |           |
| 04/02/2024               | INVOICE                       | 5178        | COLLECTION & TESTING                        | 612.00      |           |
|                          |                               |             | Total:                                      | 9,644.00    |           |
|                          |                               |             | Net of 4 Invoices / 0 Checks                | 9,644.00    |           |
| 00176                    | O'REILLY AUTOMOTIVE INC       |             |   |             |           |
| 04/02/2024               | INVOICE                       | 0681-271558 | BELT EXTENDER                               | 21.99       |           |
| 04/02/2024               | INVOICE                       | 0681-271897 | GROMMET                                     | 5.69        |           |
| 04/02/2024               | INVOICE                       | 0681-272180 | WIPER BLADES                                | 55.08       |           |
|                          |                               |             | Total:                                      | 82.76       |           |
|                          |                               |             | Net of 3 Invoices / 0 Checks                | 82.76       |           |
| 01869                    | PERFORMANCE PRINTING INC      |             |   |             |           |
| 04/02/2024               | INVOICE                       | 29252       | PARKING VIOLATION CITATION BOOKS            | 342.74      |           |
|                          |                               |             | Total:                                      | 342.74      |           |
|                          |                               |             | Net of 1 Invoices / 0 Checks                | 342.74      |           |
| 10252                    | PET CARE SPECIALISTS          |             |   |             |           |
| 04/02/2024               | INVOICE                       | 475604      | ANNUAL EXAM - EROS                          | 333.86      |           |
|                          |                               |             | Total:                                      | 333.86      |           |
|                          |                               |             | Net of 1 Invoices / 0 Checks                | 333.86      |           |
| 00345                    | PETE LIEN & SONS INC.         |             |   |             |           |
| 04/02/2024               | INVOICE                       | CD99154486  | QUICK LIME FINES                            | 7,373.53    |           |
| 04/02/2024               | INVOICE                       | CR999902236 | REFUND 28.25 TONS                           | (6,943.41)  |           |
|                          |                               |             | Total:                                      | 430.12      |           |
|                          |                               |             | Net of 2 Invoices / 0 Checks                | 430.12      |           |
| 00758                    | PLATTE COUNTY REGISTER OF     |             |   |             |           |
| 04/02/2024               | INVOICE                       | 3.11.2024   | RESOLUTION R24-22 & R24-21                  | 74.00       |           |
| 04/02/2024               | INVOICE                       | 3.19.2024   | RESOLUTION R24-29                           | 34.00       |           |
|                          |                               |             | Total:                                      | 108.00      |           |
|                          |                               |             | Net of 2 Invoices / 0 Checks                | 108.00      |           |
| 00478                    | PLATTE VALLEY HUMANE SOCIETY  |             |   |             |           |
| 04/02/2024               | INVOICE                       | 4.01.2024   | QUARTERLY PAYMENT PER AGREEMENT             | 21,000.00   |           |
|                          |                               |             | Total:                                      | 21,000.00   |           |
|                          |                               |             | Net of 1 Invoices / 0 Checks                | 21,000.00   |           |
| 10241                    | POMP'S TIRE SERVICE INC.      |             |   |             |           |
| 04/02/2024               | INVOICE                       | 1440020651  | TIRE REPAIR                                 | 226.84      |           |
|                          |                               |             | Total:                                      | 226.84      |           |
|                          |                               |             | Net of 1 Invoices / 0 Checks                | 226.84      |           |
| 00189                    | PRODUCTIVITY PLUS ACCOUNT-CNH |             |   |             |           |

| Vendor Code<br>Post Date          | Vendor Name<br>Activity                   | Inv/Check #   | Description                             | Invoice Amt    | Check Amt |
|-----------------------------------|---|---------------|---|----------------|-----------|
| 04/02/2024                        | INVOICE                                   | 19327207      | GAS STRUT                               | 64.33          |           |
|                                   |   |               | Total:                                  | 64.33          |           |
|                                   |   |               | Net of 1 Invoices / 0 Checks            | 64.33          |           |
| 10361<br>04/02/2024               | QUADIENT FINANCE USA, INC.<br>INVOICE     | 3.13.2024     | POSTAGE                                 | 1,000.00       |           |
|                                   |   |               | Total:                                  | 1,000.00       |           |
|                                   |   |               | Net of 1 Invoices / 0 Checks            | 1,000.00       |           |
| 11138<br>04/02/2024               | REGINA'S KITCHEN<br>INVOICE               | 032124        | FOOD PLAYGROUND ANNOUCEMENT RECEPTION   | 258.00         |           |
|                                   |   |               | Total:                                  | 258.00         |           |
|                                   |   |               | Net of 1 Invoices / 0 Checks            | 258.00         |           |
| 03163<br>04/02/2024               | RENSENHOUSE<br>INVOICE                    | 1145-1021083  | HD WIRE STRIPPER                        | 36.46          |           |
|                                   |   |               | Total:                                  | 36.46          |           |
|                                   |   |               | Net of 1 Invoices / 0 Checks            | 36.46          |           |
| 10872<br>04/02/2024               | RIVERSIDE PORTABLES LLC<br>INVOICE        | 14427         | PORTABLE RESTROOM - FIRE TRAINING TOWER | 105.00         |           |
|                                   |   |               | Total:                                  | 105.00         |           |
|                                   |   |               | Net of 1 Invoices / 0 Checks            | 105.00         |           |
| 03271<br>04/02/2024               | SCHIEFFER SIGNS INC<br>INVOICE            | 47140         | 2 - SURVEILLANCE CAMERAS SIGNS          | 104.00         |           |
|                                   |   |               | Total:                                  | 104.00         |           |
|                                   |   |               | Net of 1 Invoices / 0 Checks            | 104.00         |           |
| 03275<br>04/02/2024               | SECURITY EQUIPMENT INC<br>INVOICE         | 851846        | CUBE RELAY                              | 1,590.00       |           |
|                                   |   |               | Total:                                  | 1,590.00       |           |
|                                   |   |               | Net of 1 Invoices / 0 Checks            | 1,590.00       |           |
| 11139<br>04/02/2024               | SHERRILL KIFFIN<br>INVOICE                | 2.13.2024     | CDL LICENSE                             | 31.77          |           |
|                                   |   |               | Total:                                  | 31.77          |           |
|                                   |   |               | Net of 1 Invoices / 0 Checks            | 31.77          |           |
| 01090<br>04/02/2024<br>04/02/2024 | SHEVLIN SUPPLY<br>INVOICE<br>INVOICE      | 7330<br>7329  | MULTI FOLD TOWEL<br>MULTI FOLD TOWEL    | 45.38<br>45.38 |           |
|                                   |   |               | Total:                                  | 90.76          |           |
|                                   |   |               | Net of 2 Invoices / 0 Checks            | 90.76          |           |
| 01394<br>04/02/2024               | SIRIUS COMPUTER SOLUTIONS INC.<br>INVOICE | INV-001000441 | PARKS WIFI PHASE 2                      | 5,760.00       |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity               | Inv/Check # | Description                                 | Invoice Amt | Check Amt |
|--------------------------|---------------------------------------|-------------|---|-------------|-----------|
|                          |                                       |             | Total:                                      | 5,760.00    |           |
|                          |                                       |             | Net of 1 Invoices / 0 Checks                | 5,760.00    |           |
| 01679<br>04/02/2024      | SNAP-ON TOOLS<br>INVOICE              | 03192463421 | FORD & INTERNATIONAL IPR                    | 73.75       |           |
|                          |                                       |             | Total:                                      | 73.75       |           |
|                          |                                       |             | Net of 1 Invoices / 0 Checks                | 73.75       |           |
| 00244<br>04/02/2024      | STERICYCLE INC<br>INVOICE             | 8006563640  | STERI-SAFE BUDGET SUBSCRIPTION              | 759.88      |           |
|                          |                                       |             | Total:                                      | 759.88      |           |
|                          |                                       |             | Net of 1 Invoices / 0 Checks                | 759.88      |           |
| 11140<br>04/02/2024      | STINSON LLP<br>INVOICE                | 3.15.2024   | REFUND ESCROW - WIRELESS TOWER 657 S 14TH A | 6,573.75    |           |
|                          |                                       |             | Total:                                      | 6,573.75    |           |
|                          |                                       |             | Net of 1 Invoices / 0 Checks                | 6,573.75    |           |
| 02204<br>04/02/2024      | STRYKER SALES LLC<br>INVOICE          | 9205781905  | LUCAS 3                                     | 18,258.94   |           |
|                          |                                       |             | Total:                                      | 18,258.94   |           |
|                          |                                       |             | Net of 1 Invoices / 0 Checks                | 18,258.94   |           |
| 00105<br>04/02/2024      | SUPER SAVER<br>INVOICE                | 125109      | GROCERIES                                   | 7.04        |           |
| 04/02/2024               | INVOICE                               | 125426      | GROCERIES, SOAP SCRUBBER                    | 37.47       |           |
| 04/02/2024               | INVOICE                               | 125248      | GROCERIES                                   | 18.23       |           |
| 04/02/2024               | INVOICE                               | 124536      | GROCERIES, MASKING TAPE                     | 5.14        |           |
|                          |                                       |             | Total:                                      | 67.88       |           |
|                          |                                       |             | Net of 4 Invoices / 0 Checks                | 67.88       |           |
| 10779<br>04/02/2024      | SUPERIOR PLANT RENTALS LLC<br>INVOICE | 18570       | RENTAL ILT-1000                             | 4,782.55    |           |
|                          |                                       |             | Total:                                      | 4,782.55    |           |
|                          |                                       |             | Net of 1 Invoices / 0 Checks                | 4,782.55    |           |
| 01563<br>04/02/2024      | THOMSON REUTERS - WEST<br>INVOICE     | 849901959   | MCQUILLIN LAW OF MUNICIPAL CORPORATIONS 3D  | 2,130.00    |           |
|                          |                                       |             | Total:                                      | 2,130.00    |           |
|                          |                                       |             | Net of 1 Invoices / 0 Checks                | 2,130.00    |           |
| 03128<br>04/02/2024      | TIRE OUTLET INC<br>INVOICE            | 225839      | 6 - REPAIRS, 4 - USED TIRES                 | 620.50      |           |
| 04/02/2024               | INVOICE                               | 225729      | REPAIR                                      | 15.00       |           |
| 04/02/2024               | INVOICE                               | 225414      | USED TIRE                                   | 53.00       |           |
| 04/02/2024               | INVOICE                               | 225328      | 4 - 29125015 TIRES                          | 1,116.00    |           |
| 04/02/2024               | INVOICE                               | 225727      | 2 - TIRES                                   | 730.56      |           |
| 04/02/2024               | INVOICE                               | 225820      | USED TIRE, 3 REPAIRS                        | 283.50      |           |

| Vendor Code<br>Post Date     | Vendor Name<br>Activity      | Inv/Check #    | Description                                | Invoice Amt | Check Amt |
|------------------------------|------------------------------|----------------|--|-------------|-----------|
| 04/02/2024                   | INVOICE                      | 225759         | 20 - LUG NUTS                              | 115.50      |           |
| 04/02/2024                   | INVOICE                      | 226224         | REPAIR                                     | 15.00       |           |
| 04/02/2024                   | INVOICE                      | 225802         | 2 - TIRES                                  | 224.00      |           |
| Total:                       |                              |                |  | 3,173.06    |           |
| Net of 9 Invoices / 0 Checks |                              |                |  | 3,173.06    |           |
| 10588                        | TOO FAST SUPPLY              |                |  |             |           |
| 04/02/2024                   | INVOICE                      | 425826         | 24" ALUMINUM PIPE WRENCH                   | 157.99      |           |
| Total:                       |                              |                |  | 157.99      |           |
| Net of 1 Invoices / 0 Checks |                              |                |  | 157.99      |           |
| 00550                        | TRUCK CENTER COMPANIES       |                |  |             |           |
| 04/02/2024                   | INVOICE                      | XA111038549:01 | FUEL FILTER, LUBE CARTTRIDGE, AIR FILTER   | 350.86      |           |
| 04/02/2024                   | INVOICE                      | XA111038506:01 | TENSIONER BELT                             | 196.52      |           |
| 04/02/2024                   | INVOICE                      | RA111005425:01 | REPLACE STEER AXLE KING PINS               | 2,092.02    |           |
| 04/02/2024                   | INVOICE                      | RA111005313:01 | REPAIRS ENGINE #1                          | 5,231.62    |           |
| Total:                       |                              |                |  | 7,871.02    |           |
| Net of 4 Invoices / 0 Checks |                              |                |  | 7,871.02    |           |
| 11068                        | TRUE AG & TURF LLC           |                |  |             |           |
| 04/02/2024                   | INVOICE                      | P00799         | 1/2 X 6, 1/2 LOCK NUT                      | 7.98        |           |
| 04/02/2024                   | INVOICE                      | P00856         | ROLL PIN                                   | 2.08        |           |
| Total:                       |                              |                |  | 10.06       |           |
| Net of 2 Invoices / 0 Checks |                              |                |  | 10.06       |           |
| 00357                        | TURFWERKS                    |                |  |             |           |
| 04/02/2024                   | INVOICE                      | OI56051        | SOLENOID                                   | 295.60      |           |
| Total:                       |                              |                |  | 295.60      |           |
| Net of 1 Invoices / 0 Checks |                              |                |  | 295.60      |           |
| 00349                        | TWEET'S SPORT SHOP           |                |  |             |           |
| 04/02/2024                   | INVOICE                      | 14286          | 2 PITCHERS PLATES                          | 49.98       |           |
| Total:                       |                              |                |  | 49.98       |           |
| Net of 1 Invoices / 0 Checks |                              |                |  | 49.98       |           |
| 10298                        | TY'S OUTDOOR POWER & SERVICE |                |  |             |           |
| 04/02/2024                   | INVOICE                      | 271372         | BUSHING, ROLLER BEARING, GREASE FTG, WHEEL | 227.15      |           |
| Total:                       |                              |                |  | 227.15      |           |
| Net of 1 Invoices / 0 Checks |                              |                |  | 227.15      |           |
| 00298                        | UPS STORE                    |                |  |             |           |
| 04/02/2024                   | INVOICE                      | MMY607TXB45J8  | SHIPPING, BOX PACKING MATERIALS            | 63.58       |           |
| Total:                       |                              |                |  | 63.58       |           |
| Net of 1 Invoices / 0 Checks |                              |                |  | 63.58       |           |
| 03294                        | USA BLUE BOOK                |                |  |             |           |
| 04/02/2024                   | INVOICE                      | INV00294579    | HACH FLUORIDE                              | 388.65      |           |

| Vendor Code<br>Post Date | Vendor Name<br>Activity   | Inv/Check # | Description                                  | Invoice Amt | Check Amt |
|--------------------------|---------------------------|-------------|--|-------------|-----------|
|                          |                           |             | Total:                                       | 388.65      |           |
|                          |                           |             | Net of 1 Invoices / 0 Checks                 | 388.65      |           |
| 02045                    | VAN WALL EQUIPMENT INC    |             |  |             |           |
| 04/02/2024               | INVOICE                   | 6163717     | HOLE CUTTER DEPTH GAUGE,SOLID COLOR FLAGS, 1 | 434.33      |           |
| 04/02/2024               | INVOICE                   | 6155209     | BUSHING                                      | 86.55       |           |
|                          |                           |             | Total:                                       | 520.88      |           |
|                          |                           |             | Net of 2 Invoices / 0 Checks                 | 520.88      |           |
| 02560                    | VASICEK TARA L            |             |  |             |           |
| 04/02/2024               | INVOICE                   | 3.13.2024   | MILEAGE & LUNCH TESTIFY ON AM2285            | 113.27      |           |
|                          |                           |             | Total:                                       | 113.27      |           |
|                          |                           |             | Net of 1 Invoices / 0 Checks                 | 113.27      |           |
| 10747                    | WANCO INC                 |             |  |             |           |
| 04/02/2024               | INVOICE                   | 102956      | LARGE ARROWBOARD VISOR, LAMP ASSEMBLY LED    | 208.00      |           |
|                          |                           |             | Total:                                       | 208.00      |           |
|                          |                           |             | Net of 1 Invoices / 0 Checks                 | 208.00      |           |
| 03302                    | WEMHOFF REFRIGERATION INC |             |  |             |           |
| 04/02/2024               | INVOICE                   | 16196       | SERVICE CALL - PRESS BLDG HEATER             | 1,201.79    |           |
|                          |                           |             | Total:                                       | 1,201.79    |           |
|                          |                           |             | Net of 1 Invoices / 0 Checks                 | 1,201.79    |           |
| 10246                    | WILKINSON, JESSICA        |             |  |             |           |
| 04/02/2024               | INVOICE                   | 3.21.2024   | MILEAGE - NLC ADVOCACY DAY TRAINING, PARKING | 223.95      |           |
|                          |                           |             | Total:                                       | 223.95      |           |
|                          |                           |             | Net of 1 Invoices / 0 Checks                 | 223.95      |           |
| 00215                    | ZIMCO SUPPLY CO           |             |  |             |           |
| 04/02/2024               | INVOICE                   | 189836      | TURF RX, BAYER EXTERIS, ARMOR TECH           | 9,506.00    |           |
| 04/02/2024               | INVOICE                   | 189726      | 5-IRON RYEGRASS, SUP TURF II                 | 2,862.50    |           |
|                          |                           |             | Total:                                       | 12,368.50   |           |
|                          |                           |             | Net of 2 Invoices / 0 Checks                 | 12,368.50   |           |
| 00208                    | ZOLL MEDICAL CORPORATION  |             |  |             |           |
| 04/02/2024               | INVOICE                   | 3936749     | THERMAL PAPER 80MM ROLL                      | 246.00      |           |
|                          |                           |             | Total:                                       | 246.00      |           |
|                          |                           |             | Net of 1 Invoices / 0 Checks                 | 246.00      |           |
|                          |                           |             | invoices and 0 checks for 113 vendors:       | 194,695.04  |           |

| Inv Ref# | Vendor                         | Inv Date   | Due Date   | Inv Amt  | Amt Due  | Status | Jrnlized |
|----------|--------------------------------|------------|------------|----------|----------|--------|----------|
| 99006    | OCCUPATIONAL HEALTH SERV       | 02/28/2024 | 04/02/2024 | 6,638.00 | 6,638.00 | Open   | N        |
| 99071    | PETE LIEN & SONS INC.          | 03/19/2024 | 04/02/2024 | 7,373.53 | 7,373.53 | Open   | N        |
| 99107    | TRUCK CENTER COMPANIES         | 03/15/2024 | 04/02/2024 | 5,231.62 | 5,231.62 | Open   | N        |
| 99176    | SIRIUS COMPUTER SOLUTIONS INC. | 03/20/2024 | 04/02/2024 | 5,760.00 | 5,760.00 | Open   | N        |
| 99180    | ZIMCO SUPPLY CO                | 03/20/2024 | 04/02/2024 | 9,506.00 | 9,506.00 | Open   | N        |
| 99199    | STINSON LLP                    | 03/15/2024 | 04/02/2024 | 6,573.75 | 6,573.75 | Open   | N        |

|                    |   |        |   |         |           |           |
|--------------------|---|--------|---|---------|-----------|-----------|
| # of Invoices:     | 6 | # Due: | 6 | Totals: | 41,082.90 | 41,082.90 |
| # of Credit Memos: | 0 | # Due: | 0 | Totals: | 0.00      | 0.00      |

Net of Invoices and Credit Memos: 41,082.90 41,082.90

--- TOTALS BY FUND ---

|                       |           |           |
|-----------------------|-----------|-----------|
| 100 - GENERAL FUND    | 33,709.37 | 33,709.37 |
| 500 - UTILITY SERVICE | 7,373.53  | 7,373.53  |

--- TOTALS BY DEPT/ACTIVITY ---

|                                |           |           |
|--------------------------------|-----------|-----------|
| 100 - GENERAL ADMINISTRATION   | 5,760.00  | 5,760.00  |
| 120 - FIRE                     | 11,869.62 | 11,869.62 |
| 145 - COMMUNITY DEVELOPMENT    | 6,573.75  | 6,573.75  |
| 156 - QUAIL RUN GOLF COURSE    | 9,506.00  | 9,506.00  |
| 501 - WASTEWATER TREATMENT FAC | 7,373.53  | 7,373.53  |

| GL Number                                 | Invoice Line Desc              | Vendor                     | Invoice Description                     | Amount    | Check # |
|---|--------------------------------|----------------------------|---|-----------|---------|
| Fund 100 GENERAL FUND                     |                                |                            |   |           |         |
| Dept 100 GENERAL ADMINISTRATION           |                                |                            |   |           |         |
| 100-100-53200                             | PROFESSIONAL SERVICES          | BAIRD HOLM LLP             | ANALYZE PARAMETERS & VIABILITY OF POTEN | 661.50    |         |
| 100-100-53400                             | COMPUTER SUPPORT/MAINT         | CDW GOVERNMENT             | ADO GOV CC ALL APP, ADO GOV ACROBAT STI | 2,179.76  |         |
| 100-100-53400                             | COMPUTER SUPPORT/MAINT         | LABORDE, ADAM              | GIS SUPPORT SERVICES - JANUARY & FEBRU  | 510.00    |         |
| 100-100-54310                             | BUILDING MAINTENANCE           | INTERSTATE POWER SYSTEMS   | GENERATOR FUEL GELLED, REPLACED FILTERS | 1,059.83  |         |
| 100-100-54310                             | BUILDING MAINTENANCE           | JACKSON SERVICES INC       | MATS                                    | 63.85     |         |
| 100-100-54310                             | BUILDING MAINTENANCE           | MENARDS                    | 1/4" FLARE NUT, 1/4" OD X 20' UT COPPEF | 43.90     |         |
| 100-100-55500                             | PUBLICATIONS AND NOTICES       | LINCOLN JOURNAL STAR       | MEETING NOTICES, ORDINANCES, MINUTES    | 680.00    |         |
| 100-100-55900                             | MISCELLANEOUS                  | PLATE COUNTY REGISTER OF   | RESOLUTION R24-22 & R24-21              | 108.00    |         |
| 100-100-55920                             | MISC FEES                      | ASCAP                      | LICENSE FEE ADJ                         | 12.83     |         |
| 100-100-56010                             | SUPPLIES                       | EAKES OFFICE SOLUTIONS     | LEGAL PADS                              | 85.89     |         |
| 100-100-56010                             | SUPPLIES                       | REGINA'S KITCHEN           | FOOD PLAYGROUND ANNOUCEMENT RECEPTION   | 258.00    |         |
| 100-100-56010                             | SUPPLIES                       | SHEVLIN SUPPLY             | MULTI FOLD TOWEL                        | 45.38     |         |
| 100-100-56020                             | OFFICE SUPPLIES                | EAKES OFFICE SOLUTIONS     | PEN                                     | 9.66      |         |
| 100-100-56040                             | POSTAGE AND FREIGHT            | QUADIENT FINANCE USA, INC. | POSTAGE                                 | 1,000.00  |         |
| 100-100-56410                             | BOOKS AND PUBLICATIONS         | THOMSON REUTERS - WEST     | MCQUILLIN LAW OF MUNICIPAL CORPORATIONS | 2,130.00  |         |
| 100-100-57200-21092                       | CAPITAL-LAND & BUILDINGS       | SECURITY EQUIPMENT INC     | CUBE RELAY                              | 795.00    |         |
| 100-100-57510-19009                       | CAPITAL-EQUIPMENT              | SIRIUS COMPUTER SOLUTIONS  | PARKS WIFI PHASE 2                      | 5,760.00  |         |
| Total For Dept 100 GENERAL ADMINISTRATION |                                |                            |   | 15,403.60 |         |
| Dept 103 COLUMBUS SENIOR CENTER           |                                |                            |   |           |         |
| 100-103-56010-III-C                       | SUPPLIES                       | ACE HARDWARE & GARDEN CNT  | FLEXI-LOCK CABINET LOCK                 | 4.59      |         |
| 100-103-56010-III-C                       | SUPPLIES                       | JACKSON SERVICES INC       | BAR MOPS, MICROFIBER TOWELS, APRONS     | 25.04     |         |
| 100-103-56010-III-C                       | SUPPLIES                       | SUPER SAVER                | GROCERIES, MASKING TAPE                 | 2.58      |         |
| 100-103-56030-III-C                       | CLEANING SUPPLIES/SERVICE      | JACKSON SERVICES INC       | BAR MOPS, MICROFIBER TOWELS, APRONS     | 27.84     |         |
| 100-103-56030-III-C                       | CLEANING SUPPLIES/SERVICE      | SUPER SAVER                | GROCERIES, SOAP SCRUBBER                | 2.98      |         |
| 100-103-56300-III-C                       | FOOD COSTS                     | SUPER SAVER                | GROCERIES                               | 62.32     |         |
| Total For Dept 103 COLUMBUS SENIOR CENTER |                                |                            |   | 125.35    |         |
| Dept 104 CITY ADMINISTRATOR               |                                |                            |   |           |         |
| 100-104-52700                             | TRAINING AND TUITION           | VASICEK TARA L             | MILEAGE & LUNCH TESTIFY ON AM2285       | 113.27    |         |
| Total For Dept 104 CITY ADMINISTRATOR     |                                |                            |   | 113.27    |         |
| Dept 106 CITY CLERK                       |                                |                            |   |           |         |
| 100-106-52700                             | TRAINING AND TUITION           | KEYES KELLI                | CLERK INSTITUTE - MEALS                 | 16.40     |         |
| Total For Dept 106 CITY CLERK             |                                |                            |   | 16.40     |         |
| Dept 110 POLICE                           |                                |                            |   |           |         |
| 100-110-52700                             | TRAINING AND TUITION           | CAPITAL ONE - WALMART      | FOAN CUPS, WATER, CAT FOOD              | 12.24     |         |
| 100-110-52700                             | TRAINING AND TUITION           | CONSOLIDATED MANAGEMENT CC | MEALS - FULLER, MEISINGER               | 421.15    |         |
| 100-110-52710                             | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV   | PRE-EMPLOYMENT PHYSICAL                 | 2,394.00  |         |
| 100-110-52800                             | UNIFORMS                       | 911 CUSTOM LLC             | BADGES                                  | 390.00    |         |
| 100-110-53200                             | PROFESSIONAL SERVICES          | CONNER PSYCHOLOGICAL SERV  | OFFICER INVOLVED SHOOTING               | 1,560.00  |         |
| 100-110-53520                             | CONTRACT SERVICES              | PLATTE VALLEY HUMANE SOCI  | QUARTERLY PAYMENT PER AGREEMENT         | 21,000.00 |         |
| 100-110-54320                             | EQUIPMENT MAINTENANCE          | EAKES OFFICE SOLUTIONS     | COPIER CONTRACT                         | 328.12    |         |
| 100-110-54320                             | EQUIPMENT MAINTENANCE          | HOTSY EQUIPMENT CO.        | SERVICE MAINTENANCE-INCLUDES OIL CHANGE | 217.00    |         |
| 100-110-54320                             | EQUIPMENT MAINTENANCE          | OBRIST & CO INC            | SERVICE CALL - CAMERA LINE              | 220.00    |         |
| 100-110-54330                             | VEHICLE MAINTENANCE            | ANDERSON AUTO BODY & SALES | REPLACE LOWER FRONT BUMPER VIN #7738    | 1,096.00  |         |
| 100-110-54330                             | VEHICLE MAINTENANCE            | O'REILLY AUTOMOTIVE INC    | BELT EXTENDER                           | 21.99     |         |
| 100-110-54380                             | MAINTENANCE AGREEMENTS         | DAS STATE ACCOUNTING       | MONTHLY NETWORK CHARGES                 | 307.20    |         |
| 100-110-56010                             | SUPPLIES                       | CAPITAL ONE - WALMART      | FOAN CUPS, WATER, CAT FOOD              | 51.96     |         |
| 100-110-56020                             | OFFICE SUPPLIES                | PERFORMANCE PRINTING INC   | PARKING VIOLATION CITATION BOOKS        | 342.74    |         |
| 100-110-56165                             | K9 PROGRAM                     | BOMGAARS                   | PIPE INSULATION, TARP, IAMS DOG FOOD    | 229.51    |         |
| 100-110-56165                             | K9 PROGRAM                     | PET CARE SPECIALISTS       | ANNUAL EXAM - EROS                      | 333.86    |         |

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| Fund 100 GENERAL FUND                        |                                |                             |   |           |         |
| Dept 110 POLICE                              |                                |                             |   |           |         |
| Total For Dept 110 POLICE                    |                                |                             |   | 28,925.77 |         |
| Dept 120 FIRE                                |                                |                             |   |           |         |
| 100-120-52710                                | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV    | COLUMBUS FIREFIGHTERS - TESTING & COLLE | 6,638.00  |         |
| 100-120-54310                                | BUILDING MAINTENANCE           | ACE HARDWARE & GARDEN CNT   | DURACEL BATTERIES                       | 23.98     |         |
| 100-120-54310                                | BUILDING MAINTENANCE           | AWARDS & ENGRAVING          | CAPTIAN DOOR SIGN                       | 10.00     |         |
| 100-120-54310                                | BUILDING MAINTENANCE           | BOMGAARS                    | STRAINER ASSEMBLY                       | 10.00     |         |
| 100-120-54310                                | BUILDING MAINTENANCE           | CULLIGAN OF COLUMBUS        | SALT SOLAR DELIVERED                    | 26.00     |         |
| 100-120-54310                                | BUILDING MAINTENANCE           | FIFTH SEASON INC            | SPRING AERATION                         | 108.00    |         |
| 100-120-54330                                | VEHICLE MAINTENANCE            | GENE STEFFY FORD            | LUBE, OIL, FILTER, BATTERY VIN #6562    | 148.68    |         |
| 100-120-54330                                | VEHICLE MAINTENANCE            | O'REILLY AUTOMOTIVE INC     | WIPER BLADES                            | 55.08     |         |
| 100-120-54330                                | VEHICLE MAINTENANCE            | TRUCK CENTER COMPANIES      | TENSIONER BELT                          | 5,428.14  |         |
| 100-120-56020                                | OFFICE SUPPLIES                | HOMETOWN LEASING            | COPIER LEASE PAYMENT                    | 87.50     |         |
| 100-120-56030                                | CLEANING SUPPLIES/SERVICE      | JACKSON SERVICES INC        | MOPS, MATS, POLISH TOWEL                | 27.70     |         |
| Total For Dept 120 FIRE                      |                                |                             |   | 12,563.08 |         |
| Dept 121 RESCUE                              |                                |                             |   |           |         |
| 100-121-54310                                | BUILDING MAINTENANCE           | ACE HARDWARE & GARDEN CNT   | DURACEL BATTERIES                       | 23.99     |         |
| 100-121-54310                                | BUILDING MAINTENANCE           | AWARDS & ENGRAVING          | CAPTIAN DOOR SIGN                       | 10.00     |         |
| 100-121-54310                                | BUILDING MAINTENANCE           | BOMGAARS                    | STRAINER ASSEMBLY                       | 9.99      |         |
| 100-121-54310                                | BUILDING MAINTENANCE           | CULLIGAN OF COLUMBUS        | SALT SOLAR DELIVERED                    | 26.00     |         |
| 100-121-54310                                | BUILDING MAINTENANCE           | FIFTH SEASON INC            | SPRING AERATION                         | 108.00    |         |
| 100-121-54330                                | VEHICLE MAINTENANCE            | GENE STEFFY FORD            | LUBE, OIL, FILTER, BATTERY VIN #6562    | 148.69    |         |
| 100-121-54330                                | VEHICLE MAINTENANCE            | TRUCK CENTER COMPANIES      | REPLACE STEER AXLE KING PINS            | 2,092.02  |         |
| 100-121-56010                                | SUPPLIES                       | COLUMBUS COMMUNITY HOSPITAL | PHARMACY, IV SOLUTIONS                  | 1,899.18  |         |
| 100-121-56010                                | SUPPLIES                       | ZOLL MEDICAL CORPORATION    | THERMAL PAPER 80MM ROLL                 | 246.00    |         |
| 100-121-56020                                | OFFICE SUPPLIES                | HOMETOWN LEASING            | COPIER LEASE PAYMENT                    | 87.50     |         |
| 100-121-56030                                | CLEANING SUPPLIES/SERVICE      | JACKSON SERVICES INC        | MOPS, MATS, POLISH TOWEL                | 27.70     |         |
| 100-121-56030                                | CLEANING SUPPLIES/SERVICE      | STERICYCLE INC              | STERI-SAFE BUDGET SUBSCRIPTION          | 759.88    |         |
| 100-121-57520-24008                          | CAPITAL-VEHICLES               | STRYKER SALES LLC           | LUCAS 3                                 | 18,258.94 |         |
| Total For Dept 121 RESCUE                    |                                |                             |   | 23,697.89 |         |
| Dept 125 VOLUNTEER FIRE DEPARTMENT           |                                |                             |   |           |         |
| 100-125-52700                                | TRAINING AND TUITION           | RIVERSIDE PORTABLES LLC     | PORTABLE RESTROOM - FIRE TRAINING TOWEF | 105.00    |         |
| Total For Dept 125 VOLUNTEER FIRE DEPARTMENT |                                |                             |   | 105.00    |         |
| Dept 130 LIBRARY                             |                                |                             |   |           |         |
| 100-130-52700                                | TRAINING AND TUITION           | WILKINSON, JESSICA          | MILEAGE - NLC ADVOCACY DAY TRAINING, P  | 223.95    |         |
| 100-130-55400                                | ADVERTISING AND PROMOTION      | BEST VERSION MEDIA, LLC     | AD MANAGEMENT FEE                       | 152.00    |         |
| 100-130-55400                                | ADVERTISING AND PROMOTION      | LINCOLN JOURNAL STAR        | ADVERTISING                             | 250.50    |         |
| 100-130-56010-BUILD                          | SUPPLIES                       | ACCENT FLORAL & GALLERIA    | 2 WREATHS MADE FROM OLD ATLAS PAGES     | 200.00    |         |
| 100-130-56010-BUILD                          | SUPPLIES                       | SHEVLIN SUPPLY              | MULTI FOLD TOWEL                        | 45.38     |         |
| 100-130-56040-ILILO                          | POSTAGE AND FREIGHT            | CASEY'S MAIL SERVICE LLC    | LIBRARY/MEDIA MAIL FEB                  | 817.42    |         |
| 100-130-56240-PATRN                          | TELEPHONE                      | GREAT PLAINS COMMUNICATION  | INTERNET 04/01 - 04/30                  | 218.62    |         |
| 100-130-56400-CHILD                          | PROGRAMS                       | CAPITAL ONE - WALMART       | CHEX MIX, SNACKS, BOOK, MOTTS APPLE JUI | 87.08     |         |
| 100-130-56410-ADULT                          | BOOKS AND PUBLICATIONS         | GALE                        | MATERIALS                               | 205.96    |         |
| 100-130-56410-ADULT                          | BOOKS AND PUBLICATIONS         | INGRAM LIBRARY SERVICES, I  | MATERIALS                               | 182.23    |         |
| 100-130-56410-ADULT                          | BOOKS AND PUBLICATIONS         | MIDWEST TAPE LLC            | DVD'S                                   | 69.71     |         |
| 100-130-56410-CHILD                          | BOOKS AND PUBLICATIONS         | INGRAM LIBRARY SERVICES, I  | MATERIALS                               | 2,360.87  |         |
| 100-130-56410-YOUNG                          | BOOKS AND PUBLICATIONS         | INGRAM LIBRARY SERVICES, I  | MATERIALS                               | 314.66    |         |
| 100-130-57200-20030                          | CAPITAL-LAND & BUILDINGS       | SECURITY EQUIPMENT INC      | CUBE RELAY                              | 795.00    |         |
| Total For Dept 130 LIBRARY                   |                                |                             |   | 5,923.38  |         |

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| Fund 100 GENERAL FUND                       |                                |                            |   |          |         |
| Dept 140 CEMETERY                           |                                |                            |   |          |         |
| 100-140-56010                               | SUPPLIES                       | BOMGAARS                   | SHOP TOWELS                             | 12.99    |         |
|   |                                |                            |   | 12.99    |         |
| Total For Dept 140 CEMETERY                 |                                |                            |   | 12.99    |         |
| Dept 145 COMMUNITY DEVELOPMENT              |                                |                            |   |          |         |
| 100-145-52800                               | UNIFORMS                       | COLUMBUS CUSTOM EMBROIDERY | POLO'S                                  | 192.00   |         |
| 100-145-53200                               | PROFESSIONAL SERVICES          | STINSON LLP                | REFUND ESCROW - WIRELESS TOWER 657 S 14 | 6,573.75 |         |
| 100-145-53400                               | COMPUTER SUPPORT/MAINT         | LABORDE, ADAM              | GIS SUPPORT SERVICES - JANUARY & FEBRU  | 340.00   |         |
| 100-145-55500                               | PUBLICATIONS AND NOTICES       | LINCOLN JOURNAL STAR       | MEETING NOTICES, ORDINANCES, MINUTES    | 164.39   |         |
| 100-145-56020                               | OFFICE SUPPLIES                | EAKES OFFICE SOLUTIONS     | POUCH, LAM                              | 20.93    |         |
|   |                                |                            |   | 7,291.07 |         |
| Total For Dept 145 COMMUNITY DEVELOPMENT    |                                |                            |   | 7,291.07 |         |
| Dept 150 PARKS                              |                                |                            |   |          |         |
| 100-150-52710                               | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV   | COLLECTION & TESTING                    | 67.00    |         |
| 100-150-52800                               | UNIFORMS                       | JACKSON SERVICES INC       | UNIFORMS                                | 51.26    |         |
| 100-150-53400                               | COMPUTER SUPPORT/MAINT         | LABORDE, ADAM              | GIS SUPPORT SERVICES - JANUARY & FEBRU  | 340.00   |         |
| 100-150-54310                               | BUILDING MAINTENANCE           | ACE HARDWARE & GARDEN CNT  | KEY MASTER                              | 122.81   |         |
| 100-150-54310                               | BUILDING MAINTENANCE           | ELECTRICAL ENGINEERING &   | GEL 66474, GEL 68852                    | 361.15   |         |
| 100-150-54310                               | BUILDING MAINTENANCE           | MENARDS                    | PVC CUTTER, HOSE BIBB, REMOVAL TOOL, BF | 92.15    |         |
| 100-150-54310                               | BUILDING MAINTENANCE           | SCHIEFFER SIGNS INC        | 2 - SURVEILLANCE CAMERAS SIGNS          | 104.00   |         |
| 100-150-54310                               | BUILDING MAINTENANCE           | TOO FAST SUPPLY            | 24" ALUMINUM PIPE WRENCH                | 157.99   |         |
| 100-150-54320                               | EQUIPMENT MAINTENANCE          | ACE HARDWARE & GARDEN CNT  | FORM-A-GASKET                           | 75.15    |         |
| 100-150-54320                               | EQUIPMENT MAINTENANCE          | ARNOLD MOTOR SUPPLY        | PRIME CONV GREEN 50/50 & PRIME ORG COME | 181.61   |         |
| 100-150-54320                               | EQUIPMENT MAINTENANCE          | TIRE OUTLET INC            | USED TIRE                               | 1,169.00 |         |
| 100-150-54330                               | VEHICLE MAINTENANCE            | ARNOLD MOTOR SUPPLY        | OIL FILTER, 5 MIN MOTOR FLUSH, PM 10W4C | 42.88    |         |
| 100-150-54330                               | VEHICLE MAINTENANCE            | TIRE OUTLET INC            | REPAIR                                  | 239.00   |         |
| 100-150-54490                               | IRRIGATION MAINTENANCE         | ACE HARDWARE & GARDEN CNT  | 2 - SPRINKLER POPUP 4"                  | 7.18     |         |
| 100-150-55400                               | ADVERTISING AND PROMOTION      | NEBRASKA RECREATION & PARK | FULL PAGE ADVERTISING NERPA REC & PARK  | 600.00   |         |
| 100-150-55900                               | MISCELLANEOUS                  | TWEET'S SPORT SHOP         | 2 PITCHERS PLATES                       | 49.98    |         |
| 100-150-56010                               | SUPPLIES                       | ACE HARDWARE & GARDEN CNT  | NUTS, BOLTS, SCREWS                     | 4.53     |         |
| 100-150-56010                               | SUPPLIES                       | GREAT PLAINS BUILDING SUP  | 50# ATHLETIC FIELD MARKER               | 1,480.08 |         |
| 100-150-56080                               | PLANTS SOD SEED FLOWERS        | ZIMCO SUPPLY CO            | 5-IRON RYEGRASS, SUP TURF II            | 2,862.50 |         |
|   |                                |                            |   | 8,008.27 |         |
| Total For Dept 150 PARKS                    |                                |                            |   | 8,008.27 |         |
| Dept 151 PAWNEE PLUNGE WATER PARK           |                                |                            |   |          |         |
| 100-151-54310                               | BUILDING MAINTENANCE           | ACE HARDWARE & GARDEN CNT  | BALL VALVE (RETURN), PUSH TEE, COPPER T | 49.30    |         |
| 100-151-54310                               | BUILDING MAINTENANCE           | KOCH EXCAVATING CO INC     | 2.54 TONS WESTERN TAN                   | 190.50   |         |
| 100-151-54310                               | BUILDING MAINTENANCE           | MENARDS                    | MOLE KILLER, DRILL BIT SET, N95 COOLFLC | 93.75    |         |
| 100-151-54520                               | EQUIPMENT RENTAL/PURCHASE      | MYTCOAT                    | 2 - 46' SQUARE PEDESTAL TABLES          | 3,310.00 |         |
|   |                                |                            |   | 3,643.55 |         |
| Total For Dept 151 PAWNEE PLUNGE WATER PARK |                                |                            |   | 3,643.55 |         |
| Dept 152 AQUATIC CENTER POOL                |                                |                            |   |          |         |
| 100-152-52700                               | TRAINING AND TUITION           | AMERICAN RED CROSS         | LIFEGUARDING & WATERPARK SKILLS         | 784.00   |         |
| 100-152-54310                               | BUILDING MAINTENANCE           | ACE HARDWARE & GARDEN CNT  | NIPPLE GALV, ELBOW GALV, HOSE ADAPTER   | 17.16    |         |
| 100-152-54310                               | BUILDING MAINTENANCE           | MENARDS                    | AIR SHUT OFF KIT, COMP CONNECTOR, GALV  | 12.34    |         |
| 100-152-54310                               | BUILDING MAINTENANCE           | RENSENHOUSE                | HD WIRE STRIPPER                        | 36.46    |         |
| 100-152-56030                               | CLEANING SUPPLIES/SERVICE      | MID-AMERICAN RESEARCH      | BOWL CLEANER                            | 150.00   |         |
|   |                                |                            |   | 999.96   |         |
| Total For Dept 152 AQUATIC CENTER POOL      |                                |                            |   | 999.96   |         |
| Dept 155 VAN BERG GOLF COURSE               |                                |                            |   |          |         |
| 100-155-52710                               | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV   | COLLECTION & TESTING                    | 67.00    |         |
| 100-155-52710                               | EMPLOYEE RECRUITMENT/RETENTION | SHERRILL KIFFIN            | CDL LICENSE                             | 31.77    |         |
| 100-155-54320                               | EQUIPMENT MAINTENANCE          | NEBRASKA GOLF & TURF INC   | 108 - 8 VOLT BATTERIES, SPEED SENSOR ,  | 1,812.49 |         |
| 100-155-54320                               | EQUIPMENT MAINTENANCE          | TURFWERKS                  | SOLENOID                                | 295.60   |         |

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| Fund 100 GENERAL FUND                    |                                |                               |   |            |         |
| Dept 155 VAN BERG GOLF COURSE            |                                |                               |   |            |         |
| 100-155-54350                            | GOLF CART/COURSE MAINT         | NEBRASKA GOLF & TURF INC      | 108 - 8 VOLT BATTERIES, SPEED SENSOR ,  | 7,500.00   |         |
| 100-155-56010                            | SUPPLIES                       | ACE HARDWARE & GARDEN CNT     | MARKING FLAGS RED                       | 36.96      |         |
| Total For Dept 155 VAN BERG GOLF COURSE  |                                |                               |   | 9,743.82   |         |
| Dept 156 QUAIL RUN GOLF COURSE           |                                |                               |   |            |         |
| 100-156-52710                            | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV      | COLLECTION & TESTING                    | 201.00     |         |
| 100-156-54320                            | EQUIPMENT MAINTENANCE          | ARNOLD MOTOR SUPPLY           | HP V-BELT                               | 90.88      |         |
| 100-156-54320                            | EQUIPMENT MAINTENANCE          | LINCOLN TENT                  | USED 30X 50 TENT                        | 4,500.00   |         |
| 100-156-54320                            | EQUIPMENT MAINTENANCE          | NAPA AUTO PARTS OF COLUMBU    | TERMINAL                                | 8.60       |         |
| 100-156-54320                            | EQUIPMENT MAINTENANCE          | TRUE AG & TURF LLC            | 1/2 X 6, 1/2 LOCK NUT                   | 7.98       |         |
| 100-156-54320                            | EQUIPMENT MAINTENANCE          | UPS STORE                     | SHIPPING, BOX PACKING MATERIALS         | 63.58      |         |
| 100-156-54320                            | EQUIPMENT MAINTENANCE          | VAN WALL EQUIPMENT INC        | BUSHING                                 | 86.55      |         |
| 100-156-54350                            | GOLF CART/COURSE MAINT         | NEBRASKA GOLF & TURF INC      | 108 - 8 VOLT BATTERIES, SPEED SENSOR ,  | 15,180.00  |         |
| 100-156-56010                            | SUPPLIES                       | ACE HARDWARE & GARDEN CNT     | MARKING FLAG, TIE DOWN, FUSE, WATERPROC | 87.29      |         |
| 100-156-56010                            | SUPPLIES                       | JACKSON SERVICES INC          | UNIFORMS                                | 53.10      |         |
| 100-156-56010                            | SUPPLIES                       | MENARDS                       | TOOLBOX, WD-40, PEAK 50/50, CRC BRAKELE | 139.68     |         |
| 100-156-56010                            | SUPPLIES                       | VAN WALL EQUIPMENT INC        | HOLE CUTTER DEPTH GAUGE,SOLID COLOR FL  | 434.33     |         |
| 100-156-56060                            | CHEMICALS                      | ZIMCO SUPPLY CO               | TURF RX, BAYER EXTERIS, ARMOR TECH      | 9,506.00   |         |
| Total For Dept 156 QUAIL RUN GOLF COURSE |                                |                               |   | 30,358.99  |         |
| Total For Fund 100 GENERAL FUND          |                                |                               |   | 146,932.39 |         |
| Fund 200 STREETS/ENGINEERING             |                                |                               |   |            |         |
| Dept 200 STREETS                         |                                |                               |   |            |         |
| 200-200-52800                            | UNIFORMS                       | JACKSON SERVICES INC          | MATS, SHOP TOWELS, UNIFORMS             | 454.36     |         |
| 200-200-53400                            | COMPUTER SUPPORT/MAINT         | LABORDE, ADAM                 | GIS SUPPORT SERVICES - JANUARY & FEBRUF | 850.00     |         |
| 200-200-54320                            | EQUIPMENT MAINTENANCE          | EXTREME GLASS                 | 48X38 WINDSHIELD - CASE PAYLOADER #24   | 317.50     |         |
| 200-200-54320                            | EQUIPMENT MAINTENANCE          | MACQUEEN EQUIPMENT            | S/B SEG HD 4 PK                         | 1,029.31   |         |
| 200-200-54330                            | VEHICLE MAINTENANCE            | TIRE OUTLET INC               | REPAIR                                  | 15.00      |         |
| 200-200-54450                            | STREET MAINTENANCE             | GEHRING CONSTRUCTION &        | 15TH STREET & 18TH AVE                  | 844.25     |         |
| 200-200-54460                            | LAND MAINTENANCE               | ACE HARDWARE & GARDEN CNT     | WELDTEC SHIP AUGER 1"                   | 42.99      |         |
| 200-200-54460                            | LAND MAINTENANCE               | BOMGAARS                      | WOOD POST, BOLTS                        | 53.52      |         |
| 200-200-56010                            | SUPPLIES                       | ACE HARDWARE & GARDEN CNT     | WOOD BORING SET                         | 293.86     |         |
| 200-200-56010                            | SUPPLIES                       | BOMGAARS                      | PLIERS, TAPE MEASURE, HITCH PIN         | 39.73      |         |
| 200-200-56010                            | SUPPLIES                       | GEHRING CONSTRUCTION &        | HOT POUR TAR SEALANT                    | 1,881.00   |         |
| 200-200-56010                            | SUPPLIES                       | MENARDS                       | CLASSIC POST MOUNT COMBO                | 146.50     |         |
| 200-200-56010                            | SUPPLIES                       | O'REILLY AUTOMOTIVE INC       | GROMMET                                 | 5.69       |         |
| 200-200-56090                            | SMALL TOOLS                    | BOMGAARS                      | PLIERS, TAPE MEASURE, HITCH PIN         | 23.98      |         |
| Total For Dept 200 STREETS               |                                |                               |   | 5,997.69   |         |
| Dept 202 MECHANICS SHOP                  |                                |                               |   |            |         |
| 200-202-52800                            | UNIFORMS                       | JACKSON SERVICES INC          | MATS, SHOP TOWELS, UNIFORMS             | 63.48      |         |
| 200-202-56010                            | SUPPLIES                       | ADVANCE AUTO PARTS            | ALUMINUM POLISH, POWER POLISHER         | 159.18     |         |
| 200-202-56010                            | SUPPLIES                       | BOMGAARS                      | ANTI-SEIZE LUBRICANT                    | 208.06     |         |
| 200-202-56090                            | SMALL TOOLS                    | K & S TOOL SERVICE            | 2.4 TIP, SOLDERING IRON KIT             | 158.98     |         |
| 200-202-56090                            | SMALL TOOLS                    | SNAP-ON TOOLS                 | FORD & INTERNATIONAL IPR                | 73.75      |         |
| 200-202-56130                            | SUPPLIES FOR RESALE            | ADVANCE AUTO PARTS            | ENGINE OIL FILTER                       | 39.97      |         |
| 200-202-56130                            | SUPPLIES FOR RESALE            | ARNOLD MOTOR SUPPLY           | AIR DRYER CARTRIDGE                     | 33.33      |         |
| 200-202-56130                            | SUPPLIES FOR RESALE            | BOMGAARS                      | PRIMER, SPRAY PAINT                     | 33.95      |         |
| 200-202-56130                            | SUPPLIES FOR RESALE            | CHROME N' STEEL TRUCK & TFNEW | 4707 SHOE KIT                           | 1,104.00   |         |
| 200-202-56130                            | SUPPLIES FOR RESALE            | CORNHUSKER INT'L TRUCKS, 1    | ADAPTER, O RING, HOSE KIT, VALVE KIT    | 1,289.59   |         |
| 200-202-56130                            | SUPPLIES FOR RESALE            | HTR INC./KLUTE TRUCK EQUIP    | 2 - BLUE LED                            | 140.50     |         |
| 200-202-56130                            | SUPPLIES FOR RESALE            | INTERSTATE BATTERY SYSTEM     | BATTERIES                               | 573.80     |         |

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| Fund 200 STREETS/ENGINEERING                 |                                |                                     |   |           |         |
| Dept 202 MECHANICS SHOP                      |                                |                                     |   |           |         |
| 200-202-56130                                | SUPPLIES FOR RESALE            | LAWSON PRODUCTS                     | MINI FUSE, CABLE TIES, PUSH CONN, HEX W   | 127.06    |         |
| 200-202-56130                                | SUPPLIES FOR RESALE            | MOTION INDUSTRIES INC               | 15 INCH OCTAGONAL LED MINI LIGHT          | 196.14    |         |
| 200-202-56130                                | SUPPLIES FOR RESALE            | PRODUCTIVITY PLUS ACCOUNT-GAS STRUT |   | 64.33     |         |
| 200-202-56130                                | SUPPLIES FOR RESALE            | TIRE OUTLET INC                     | 2 - TIRES                                 | 730.56    |         |
| 200-202-56130                                | SUPPLIES FOR RESALE            | TRUE AG & TURF LLC                  | ROLL PIN                                  | 2.08      |         |
| 200-202-56130                                | SUPPLIES FOR RESALE            | TY'S OUTDOOR POWER & SERVICE        | BUSHING, ROLLER BEARING, GREASE FTG, WF   | 227.15    |         |
| 200-202-56130                                | SUPPLIES FOR RESALE            | WANCO INC                           | LARGE ARROWBOARD VISOR, LAMP ASSEMBLY I   | 208.00    |         |
| Total For Dept 202 MECHANICS SHOP            |                                |                                     |   | 5,433.91  |         |
| Total For Fund 200 STREETS/ENGINEERING       |                                |                                     |   | 11,431.60 |         |
| Fund 206 DOWNTOWN BID                        |                                |                                     |   |           |         |
| Dept 206 DOWNTOWN BID                        |                                |                                     |   |           |         |
| 206-206-53200                                | PROFESSIONAL SERVICES          | COLUMBUS ARTS COUNCIL               | SCULPTURE WALK SPONSORSHIP                | 2,500.00  |         |
| Total For Dept 206 DOWNTOWN BID              |                                |                                     |   | 2,500.00  |         |
| Total For Fund 206 DOWNTOWN BID              |                                |                                     |   | 2,500.00  |         |
| Fund 220 COMMUNICATIONS - E911               |                                |                                     |   |           |         |
| Dept 220 E911                                |                                |                                     |   |           |         |
| 220-220-52700                                | TRAINING AND TUITION           | A & K CONSULTING LLC                | 2 DAY PEER SUPPORT TRAINING               | 300.00    |         |
| 220-220-52710                                | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV            | COLLECTION & TESTING                      | 210.00    |         |
| 220-220-56240                                | TELEPHONE                      | DAS STATE ACCOUNTING                | MONTHLY NETWORK CHARGES                   | 1,356.79  |         |
| 220-220-56650                                | MEMBERSHIP DUES                | NEBRASKA EMERGENCY SERVICE          | NESCA MEMBERSHIP DUES                     | 210.00    |         |
| Total For Dept 220 E911                      |                                |                                     |   | 2,076.79  |         |
| Total For Fund 220 COMMUNICATIONS - E911     |                                |                                     |   | 2,076.79  |         |
| Fund 240 HOUSING REHAB & LOANS               |                                |                                     |   |           |         |
| Dept 240 HOUSING REHAB & LOANS               |                                |                                     |   |           |         |
| 240-240-56780                                | HOUSING LOANS & ADMIN          | NORTHEAST NEBRASKA ECONOMIC         | REHAB TRUST REUSE FEBRUARY 2024 ADMIN SEF | 161.00    |         |
| Total For Dept 240 HOUSING REHAB & LOANS     |                                |                                     |   | 161.00    |         |
| Dept 243 CDBG REVOLVING REHAB LOAN           |                                |                                     |   |           |         |
| 240-243-56780                                | HOUSING LOANS & ADMIN          | NORTHEAST NEBRASKA ECONOMIC         | CDBG REHAD REUSE FEBRUARY 2024 ADMIN SE   | 21.25     |         |
| Total For Dept 243 CDBG REVOLVING REHAB LOAN |                                |                                     |   | 21.25     |         |
| Total For Fund 240 HOUSING REHAB & LOANS     |                                |                                     |   | 182.25    |         |
| Fund 500 UTILITY SERVICE                     |                                |                                     |   |           |         |
| Dept 500 WASTEWATER COLLECTION               |                                |                                     |   |           |         |
| 500-500-52700                                | TRAINING AND TUITION           | NEBRASKA RURAL WATER ASSOC          | NERWA ANNUAL CONFERENCE 2024              | 1,335.00  |         |
| 500-500-52800                                | UNIFORMS                       | JACKSON SERVICES INC                | UNIFORMS                                  | 270.00    |         |
| 500-500-53400                                | COMPUTER SUPPORT/MAINT         | CDW GOVERNMENT                      | ADO GOV CC ALL APP, ADO GOV ACROBAT STI   | 322.11    |         |
| 500-500-53400                                | COMPUTER SUPPORT/MAINT         | LABORDE, ADAM                       | GIS SUPPORT SERVICES - JANUARY & FEBRU    | 510.00    |         |
| 500-500-54320                                | EQUIPMENT MAINTENANCE          | ACE HARDWARE & GARDEN CNT           | COUPLING, HEX BUSHING, PIPE JOINT COMPC   | 27.36     |         |
| 500-500-54320                                | EQUIPMENT MAINTENANCE          | MUNICIPAL PIPE TOOL CO LLC          | RETURN REPAIR CAMERA                      | 1,666.08  |         |
| 500-500-54390                                | SYSTEM MAINTENANCE             | ACE HARDWARE & GARDEN CNT           | GORILLA SUPERGLUE                         | 4.59      |         |
| 500-500-54390                                | SYSTEM MAINTENANCE             | BOMGAARS                            | TOW CHAIN, RATCHET BINDER, LEVER BINDEF   | 200.24    |         |
| 500-500-54390                                | SYSTEM MAINTENANCE             | MENARDS                             | DAWM                                      | 79.52     |         |
| 500-500-54390                                | SYSTEM MAINTENANCE             | MUNICIPAL PIPE TOOL CO LLC          | HYDRO X NOZZLE                            | 172.68    |         |
| 500-500-56020                                | OFFICE SUPPLIES                | EAKES OFFICE SOLUTIONS              | ENVELOPES                                 | 64.69     |         |
| Total For Dept 500 WASTEWATER COLLECTION     |                                |                                     |   | 4,652.27  |         |

| GL Number                                   | Invoice Line Desc              | Vendor                     | Invoice Description                     | Amount    | Check # |
|---|--------------------------------|----------------------------|---|-----------|---------|
| Fund 500 UTILITY SERVICE                    |                                |                            |   |           |         |
| Dept 501 WASTEWATER TREATMENT FAC           |                                |                            |   |           |         |
| 500-501-52800                               | UNIFORMS                       | JACKSON SERVICES INC       | UNIFORMS                                | 186.42    |         |
| 500-501-54320                               | EQUIPMENT MAINTENANCE          | ACE HARDWARE & GARDEN CNT  | NUTS, BOLTS, SCREWS                     | 6.97      |         |
| 500-501-54320                               | EQUIPMENT MAINTENANCE          | BOMGAARS                   | CONNECTOR KIT                           | 18.99     |         |
| 500-501-54320                               | EQUIPMENT MAINTENANCE          | MENARDS                    | WELDABLE FLAT, CARR BOLT, INSERT LOCKNU | 18.45     |         |
| 500-501-54320                               | EQUIPMENT MAINTENANCE          | MOTION INDUSTRIES INC      | VITON OIL SEAL                          | 123.50    |         |
| 500-501-54320                               | EQUIPMENT MAINTENANCE          | SUPERIOR PLANT RENTALS LLC | RENTAL ILT-1000                         | 4,782.55  |         |
| 500-501-54320                               | EQUIPMENT MAINTENANCE          | TRUCK CENTER COMPANIES     | FUEL FILTER, LUBE CARTTRIDGE, AIR FILTE | 350.86    |         |
| 500-501-54320                               | EQUIPMENT MAINTENANCE          | WEMHOFF REFRIGERATION INC  | SERVICE CALL - PRESS BLDG HEATER        | 1,201.79  |         |
| 500-501-56010                               | SUPPLIES                       | ACE HARDWARE & GARDEN CNT  | NUTS, BOLTS, SCREWS, HEX NUT, STOP NUT  | 38.04     |         |
| 500-501-56010                               | SUPPLIES                       | BOMGAARS                   | ADJUSTABLE NOZZLE, HOSE COUPLING        | 16.68     |         |
| 500-501-56010                               | SUPPLIES                       | KELLY SUPPLY COMPANY       | STAINLESS STEEL CLAMP, BAND-IT CLAMP    | 5.78      |         |
| 500-501-56010                               | SUPPLIES                       | MENARDS                    | US FLAG, P-CORD, QUICK SNAP, TARP       | 136.63    |         |
| 500-501-56030                               | CLEANING SUPPLIES/SERVICE      | JACKSON SERVICES INC       | MATS, BAR TOWELS, SHOPTOWELS ORANGE     | 36.95     |         |
| 500-501-56060                               | CHEMICALS                      | MID-AMERICAN RESEARCH      | VEG-A-KILL PLUS                         | 675.50    |         |
| 500-501-56060                               | CHEMICALS                      | PETE LIEN & SONS INC.      | QUICK LIME FINES                        | 430.12    |         |
| 500-501-56100                               | LABORATORY                     | HACH COMPANY               | MODIFIED AGAR PLATES                    | 761.00    |         |
| Total For Dept 501 WASTEWATER TREATMENT FAC |                                |                            |   | 8,790.23  |         |
| Total For Fund 500 UTILITY SERVICE          |                                |                            |   | 13,442.50 |         |
| Fund 520 WATER                              |                                |                            |   |           |         |
| Dept 520 WATER                              |                                |                            |   |           |         |
| 520-520-52800                               | UNIFORMS                       | JACKSON SERVICES INC       | UNIFORMS                                | 147.00    |         |
| 520-520-53400                               | COMPUTER SUPPORT/MAINT         | CDW GOVERNMENT             | ADO GOV CC ALL APP, ADO GOV ACROBAT STI | 322.11    |         |
| 520-520-53400                               | COMPUTER SUPPORT/MAINT         | LABORDE, ADAM              | GIS SUPPORT SERVICES - JANUARY & FEBRU  | 510.00    |         |
| 520-520-54310                               | BUILDING MAINTENANCE           | ELECTRICAL ENGINEERING &   | LED PHOTO CONTROL - SIDE LENS, BUTTON   | 70.22     |         |
| 520-520-54320                               | EQUIPMENT MAINTENANCE          | MENARDS                    | Y STRAINER, BARB ELBOW, MALE ADAPTER, T | 58.84     |         |
| 520-520-54390                               | SYSTEM MAINTENANCE             | BOMGAARS                   | TOW CHAIN, RATCHET BINDER, LEVER BINDEF | 189.24    |         |
| 520-520-54390                               | SYSTEM MAINTENANCE             | CENTRAL VALLEY AG COOPERAT | PERFECTION LAWN GRASS SEED              | 240.60    |         |
| 520-520-54390                               | SYSTEM MAINTENANCE             | FASTENAL COMPANY           | THREAD SEALANT                          | 126.99    |         |
| 520-520-54390                               | SYSTEM MAINTENANCE             | GEHRING CONSTRUCTION &     | 22ND AVE & 17TH STREET                  | 575.00    |         |
| 520-520-54390                               | SYSTEM MAINTENANCE             | LINCOLN WINWATER WORKS     | 14" MJ BUTTERFLY VALVE                  | 3,931.25  |         |
| 520-520-54390                               | SYSTEM MAINTENANCE             | MUNICIPAL PIPE TOOL CO LLC | HYDRO X NOZZLE                          | 172.67    |         |
| 520-520-55640                               | COMPLIANCE TESTING             | NEBRASKA PUBLIC HEALTH     | TESTING & SUPPLIES                      | 750.00    |         |
| 520-520-56020                               | OFFICE SUPPLIES                | EAKES OFFICE SOLUTIONS     | ENVELOPES                               | 64.69     |         |
| 520-520-56060                               | CHEMICALS                      | HAWKINS INC                | CHEMICALS                               | 3,950.80  |         |
| 520-520-56100                               | LABORATORY                     | USA BLUE BOOK              | HACH FLUORIDE                           | 388.65    |         |
| Total For Dept 520 WATER                    |                                |                            |   | 11,498.06 |         |
| Total For Fund 520 WATER                    |                                |                            |   | 11,498.06 |         |
| Fund 560 STORMWATER UTILITY                 |                                |                            |   |           |         |
| Dept 560 STORMWATER UTILITY                 |                                |                            |   |           |         |
| 560-560-53400                               | COMPUTER SUPPORT/MAINT         | LABORDE, ADAM              | GIS SUPPORT SERVICES - JANUARY & FEBRU  | 340.00    |         |
| Total For Dept 560 STORMWATER UTILITY       |                                |                            |   | 340.00    |         |
| Total For Fund 560 STORMWATER UTILITY       |                                |                            |   | 340.00    |         |
| Fund 570 SOLID WASTE DIVISION               |                                |                            |   |           |         |
| Dept 570 TRANSFER STATION                   |                                |                            |   |           |         |
| 570-570-52710                               | EMPLOYEE RECRUITMENT/RETENTION | OCCUPATIONAL HEALTH SERV   | COLLECTION & TESTING                    | 67.00     |         |
| 570-570-52800                               | UNIFORMS                       | JACKSON SERVICES INC       | MATS, ROLLER TOWELS, UNIFORMS           | 219.40    |         |
| 570-570-54320                               | EQUIPMENT MAINTENANCE          | CN WELDING WORKS           | ADAPTOR REPAIRS                         | 3,380.00  |         |

| GL Number                               | Invoice Line Desc         | Vendor                   | Invoice Description                     | Amount   | Check # |
|---|---------------------------|--------------------------|---|----------|---------|
| Fund 570 SOLID WASTE DIVISION           |                           |                          |   |          |         |
| Dept 570 TRANSFER STATION               |                           |                          |   |          |         |
| 570-570-54320                           | EQUIPMENT MAINTENANCE     | KELLY SUPPLY COMPANY     | GATES STEM, 1/2 HOSE POWER-CRIMP CHARGE | 21.08    |         |
| 570-570-54330                           | VEHICLE MAINTENANCE       | POMP'S TIRE SERVICE INC. | TIRE REPAIR                             | 226.84   |         |
| 570-570-54330                           | VEHICLE MAINTENANCE       | TIRE OUTLET INC          | 6 - REPAIRS, 4 - USED TIRES             | 1,019.50 |         |
| 570-570-55900                           | MISCELLANEOUS             | KELLEY JAMES             | CDL LEARNERS PERMIT                     | 30.75    |         |
| 570-570-56030                           | CLEANING SUPPLIES/SERVICE | JACKSON SERVICES INC     | MATS, ROLLER TOWELS, UNIFORMS           | 34.16    |         |
| 570-570-56050                           | FUEL                      | MENARDS                  | 14 - 2.5 GAL DEF                        | 132.72   |         |
| Total For Dept 570 TRANSFER STATION     |                           |                          |   | 5,131.45 |         |
| Total For Fund 570 SOLID WASTE DIVISION |                           |                          |   | 5,131.45 |         |
| Fund 600 HEALTH INSURANCE               |                           |                          |   |          |         |
| Dept 000                                |                           |                          |   |          |         |
| 600-000-10113                           | PETTY CASH WELLNESS       | COLUMBUS AREA CHAMBER OF | COLUMBUS BUCKS-PACE PROGRAM             | 1,160.00 |         |
| Total For Dept 000                      |                           |                          |   | 1,160.00 |         |
| Total For Fund 600 HEALTH INSURANCE     |                           |                          |   | 1,160.00 |         |

03/29/2024 09:29 AM  
User: LAURA.RUPP  
DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE  
EXP CHECK RUN DATES 04/02/2024 - 04/02/2024  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID

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

|                          |                   |
|--------------------------|-------------------|
| Fund 100 GENERAL FUND    | 146,932.39        |
| Fund 200 STREETS/ENGINEE | 11,431.60         |
| Fund 206 DOWNTOWN BID    | 2,500.00          |
| Fund 220 COMMUNICATIONS  | 2,076.79          |
| Fund 240 HOUSING REHAB & | 182.25            |
| Fund 500 UTILITY SERVICE | 13,442.50         |
| Fund 520 WATER           | 11,498.06         |
| Fund 560 STORMWATER UTII | 340.00            |
| Fund 570 SOLID WASTE DIV | 5,131.45          |
| Fund 600 HEALTH INSURANC | 1,160.00          |
| Total For All Funds:     | <u>194,695.04</u> |

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

**6. SPECIAL PRESENTATIONS - None**

**7. PUBLIC HEARINGS - None**

**8. PETITIONS AND COMMUNICATIONS - None**

**9. REPORTS OF CITY OFFICES - None**

**10. REPORTS OF COUNCIL COMMITTEES - None**

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

**12. REPORTS ON LEGISLATION - None**

**13. NEW BUSINESS**

13.A.Appointment of Michael Klee as police officer.



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

## MEMORANDUM

**DATE:** March 27, 2024

**TO:** City Council Members

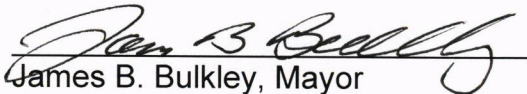
**FROM:** James B. Bulkley, Mayor

**SUBJECT:** Conditional Appointment

With your permission, I wish to submit the name **Michael Klee** for conditional appointment as Police Officer, subject to successful completion of all tests and training. The Civil Service Commission certified this candidate at their January 24, 2024 meeting. Per Council Rules, the two-week waiting period for the appointment of a Police Officer is waived.

Michael Klee is currently a resident of Columbus, Nebraska. He was born in Warner Robbins, Georgia and attended two years of high school there. He then moved to Nebraska City, Nebraska where he completed his high school education. Mr. Klee has attended Peru State College, Southeast Community College and Central Community College. He received his Bachelor's Degree in Music from Buena Vista University in Storm Lake Iowa, and then continued his education at the University of Nebraska-Omaha, where he received his Master's Degree in Music Performance. Michael has teaching certification and was most recently employed as a Music Instructor with Columbus Public Schools.

Mr. Klee will attend the Nebraska Law Enforcement Training Center and participate in the Columbus Police Department's Field Training program. This is a budgeted position.

  
James B. Bulkley, Mayor

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13.B. Application of Husker Bar for special designated liquor license on 11th Street between 23rd and 24th Avenues, from 10 a.m. to 12 midnight, July 27, 2024, for anniversary celebration.

FILED

MAR 13 2024

CITY CLERK  
COLUMBUS, NEBR

**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

100684

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

2313-11<sup>th</sup> St Columbus, NE 68601

Retail Liquor License Address or Non-Profit Business Address

46-1183580

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 7/27/24 \_\_\_\_\_

Event Start Time(s): 10:00am \_\_\_\_\_

Event End Time(s): 12:00am/1/28/24 \_\_\_\_\_

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

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: Husker Bar

Event Street Address/City: 2313-11<sup>th</sup> St Columbus, NE 68601

Indoor area to be licensed in length & width: \_\_\_ X \_\_\_

Outdoor area to be licensed in length & width: 250 X 50 (Diagram Form #109 must be attached)

Type of Event: 50<sup>th</sup> Anniversary Party Estimate # of attendees: \_\_\_\_\_

Type of alcohol to be served: Beer  Wine  Distilled Spirits   
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Todd Oborny Event Contact Phone Number: 402-276-2042

Event Contact Email: toddoborny@gmail.com

\*Signature Authorized Representative: Todd Oborny Printed Name Todd Oborny

I declare that I am the authorized representative of the above named licensee applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

\*Retail licensee – Must be signed by a member listed on permanent license  
\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

The local governing body for the City/Village of \_\_\_\_\_ OR County of \_\_\_\_\_ approves the issuance of a Special Designated License as requested above. (Only one should be written above)

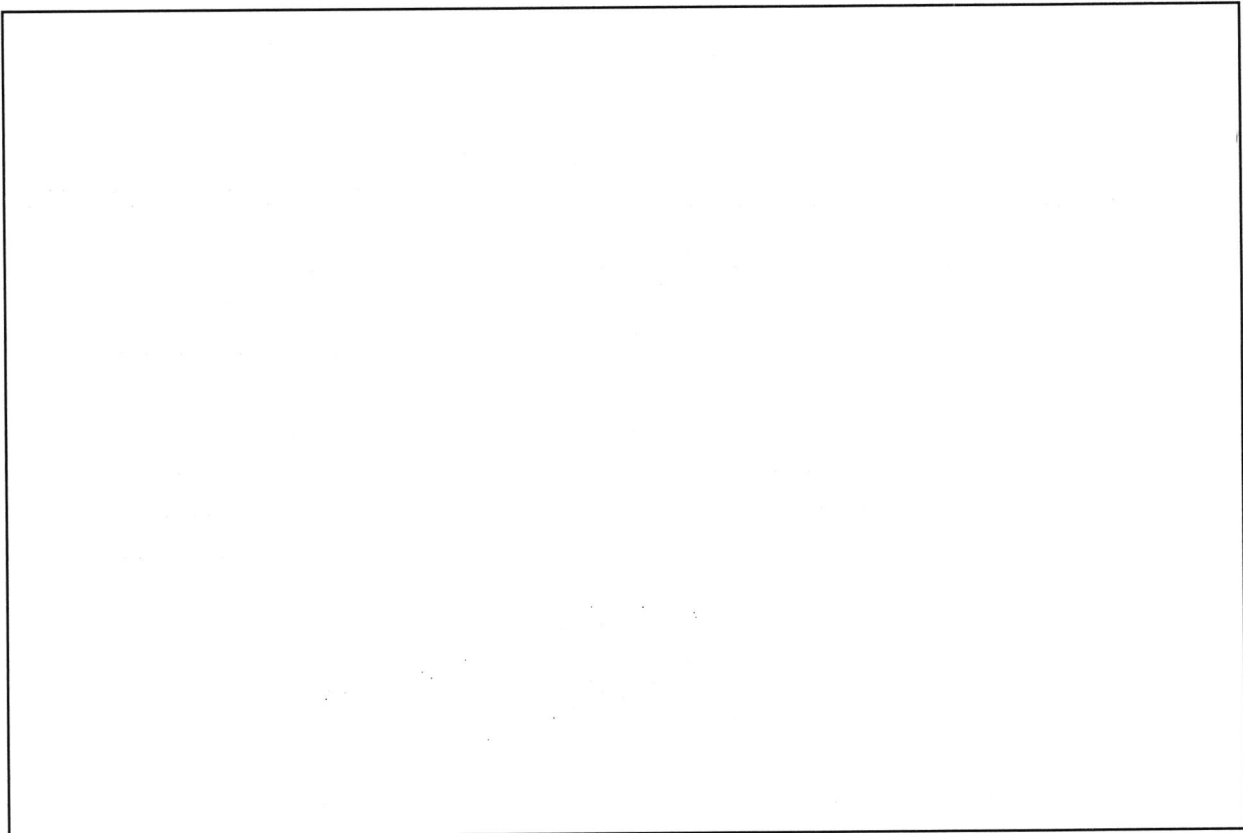
Local Governing Body Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

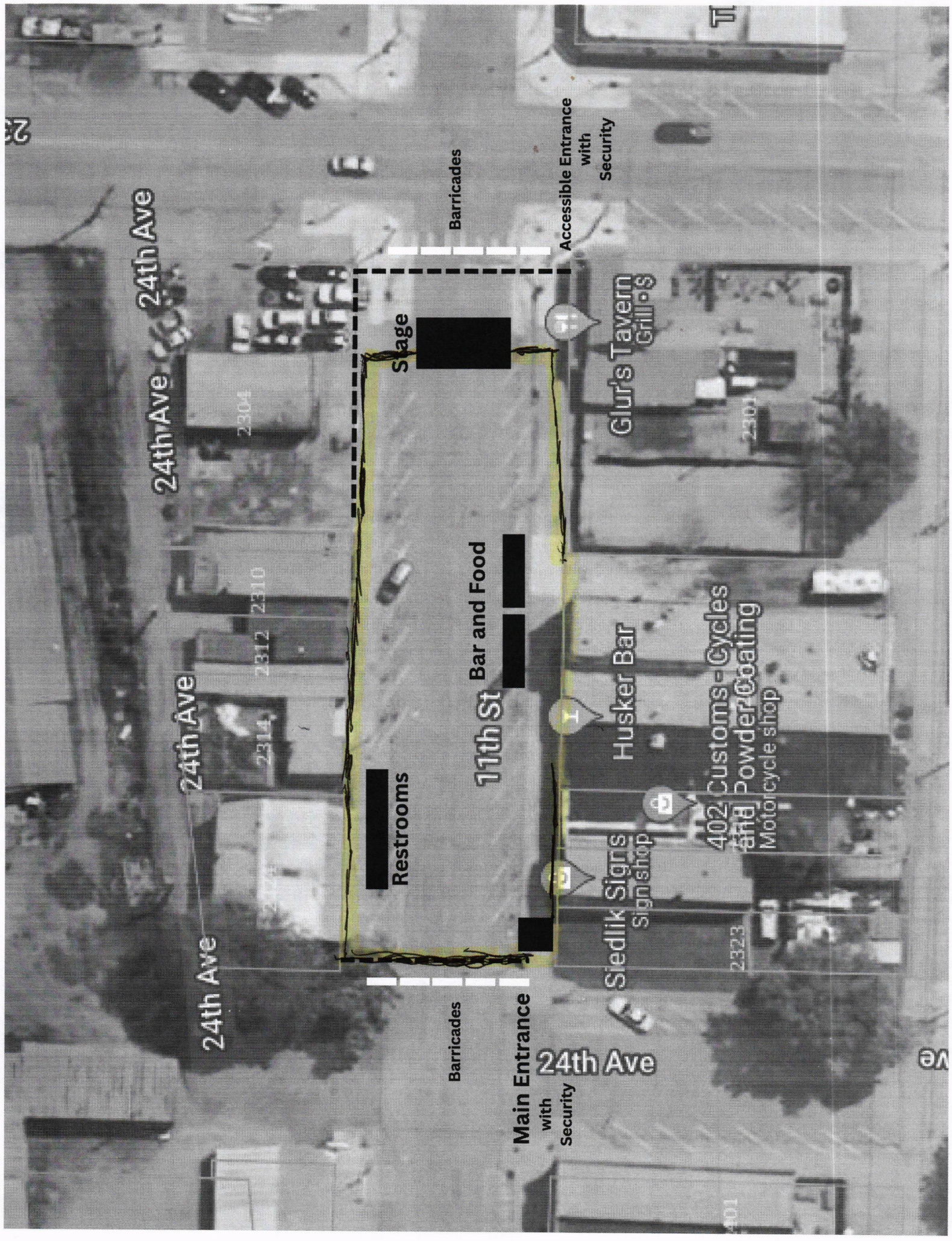
# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Hired Security

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:





24th Ave 24th Ave

24th Ave

24th Ave

24th Ave

Stage

Restrooms

Bar and Food

11th St

Barricades

Barricades

Main Entrance with Security

Accessible Entrance with Security

Glur's Tavern  
Grill

Husker Bar

Siedlik Signs  
Sign shop

402 Customs - Cycles  
Powder Coating  
Motorcycle shop

2304

2314 2312 2310

2304

2323

401



# 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 S. SHERER, CHIEF OF POLICE *CS*

DATE: March 26th, 2024

SUBJECT: LIQUOR LICENSE  
APPLICATION FOR SPECIAL DESIGNATED LICENSE  
HUSKER BAR  
2313 11<sup>th</sup> STREET  
COLUMBUS, NEBRASKA 68601  
TODD OBORNY, SUPERVISOR

This application for special designated license is for the purpose of serving beer, wine and distilled spirits to attendees of an outdoor concert on July 27, 2024 from 10:00 A.M. until 12:00 A.M. on 7/28/24 in the 2300 block of 11<sup>th</sup> Street. This event will be supervised by Todd Oborny. It is expected that approximately 300 people will attend this event. Capt. Molczyk spoke Todd Oborny about this event.

The licensed area will include a fenced in open area with barricades at 24 Ave and 23 Ave. There will also be a stage and a live band. Wristbands will be issued to those that are 21 and older, and they are the only ones that will be allowed to be served alcohol. Security will also be on the premises that will help to ensure that the laws are followed. All alcohol will be stored behind a table or bar. Only individuals age 19 and older will be serving alcohol. All of their employees will be aware of the law and what is expected of them. All alcoholic beverages being served will be under adult supervision at all times.

This report will serve as notice that local law enforcement has been informed in advance of this event. Law enforcement has no opinion on the issuance.

13.C. Application of The Friedhof Room at Schweser's for special designated liquor license at Frankfort Square located on the corner north of 13th Street and east of 27th Avenue from 10 a.m. to 10 p.m., May 25, 2024, for anniversary celebration.

**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

FILED

MAR 20 2024

CITY CLERK  
COLUMBUS, NEBR

The Friedhof Room at Schwesers  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

1270 27th Ave Columbus NE 68601  
Retail Liquor License Address or Non-Profit Business Address

122436  
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only  
Event Date(s): 5/25/24

Event Start Time(s): 10 am

Event End Time(s): 10pm

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

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: Frankfort Square Park

Event Street Address/City: 13th Street Downtown Columbus NE

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_

Outdoor area to be licensed in length & width: 40' X 40' (Diagram Form #109 must be attached)

Type of Event: 50 year Midwest Rod Run Assoc Estimate # of attendees: 300

Type of alcohol to be served: Beer  Wine  Distilled Spirits   
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Tracy Gasper Event Contact Phone Number: 402-710-2044

Event Contact Email: downtownrentals@gmail.com

\*Signature Authorized Representative: [Signature] Printed Name Robert Gasper

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

\*Retail licensee – Must be signed by a member listed on permanent license

\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

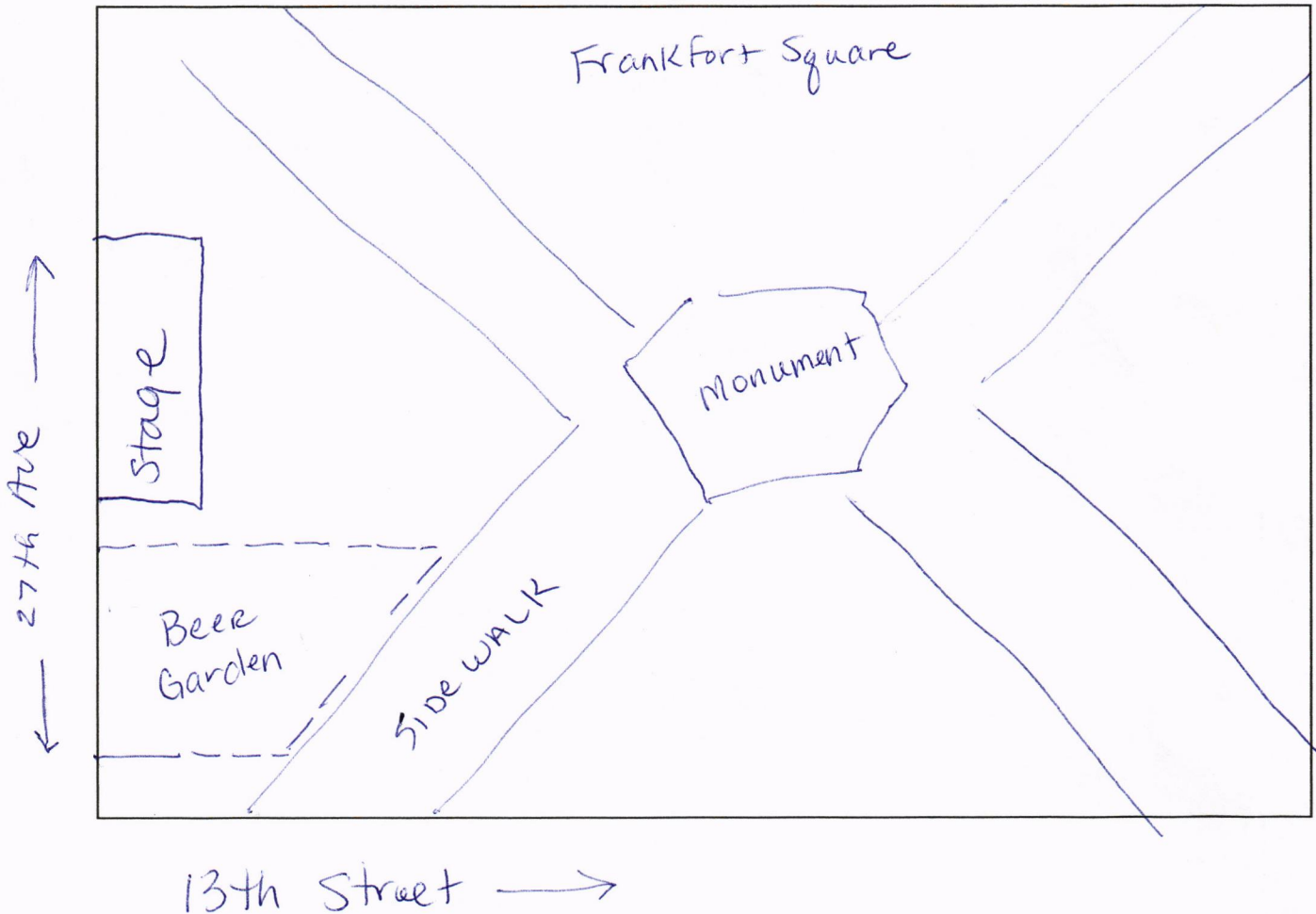
The local governing body for the City/Village of \_\_\_\_\_ OR County of \_\_\_\_\_ approves  
the issuance of a Special Designated License as requested above. (Only one should be written above)

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Gate Entrance + ID check

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED 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 S. SHERER, CHIEF OF POLICE 

DATE: March 21, 2024

SUBJECT: LIQUOR LICENSE  
APPLICATION FOR SPECIAL DESIGNATED LICENSE  
The Friedhof Room at Schwesers  
1270 27 Ave, Columbus NE 68601  
Supervised by Tracy Gasper- 402-710-2044

This application for special designated license is for the purpose of serving beer, wine and distilled spirits to attendees of an outdoor bar on May 25, 2024 from 10:00 A.M. until 10:00 P.M. located in the Southwest Corner of Frankfurt Square, downtown Columbus. This will be in conjunction with the 50-year Midwest Rod Run Association. This event will be supervised by Tracy and Robert Gasper. It is expected that approximately 300 people will attend this event. Captain Molczyk spoke to Tracy and Robert Gasper about this event.

The licensed area will include a fenced in open area. Wristbands will not be issued. Security will also be on the premises that will help to ensure that the laws are followed. All alcohol will be stored behind a table or bar. Only individuals age 19 and older will be serving alcohol. All of their employees will be aware of the law and what is expected of them. All alcoholic beverages being served will be under adult supervision at all times.

This report will serve as notice that local law enforcement has been informed in advance of this event. Law enforcement has no opinion on the issuance.

13.D. Proposal from Security Equipment, Inc. in the amount of \$18,247 for camera upgrades at south water plant. *CIP#24-34*

**Information Technology**

☎ 402-562-4242

📠 402-562-4265

@ it@columbusne.us



**City of Columbus**

**City Hall**

2424 14<sup>th</sup> St.

P. O. Box 1677

Columbus, NE 68602

# MEMORANDUM

**DATE:** 3/25/2024  
**TO:** City Administrator / Mayor / City Council  
**FROM:** Matt Soukup, Computer Network Technician  
**RE:** South Water Plant Camera System Upgrade

**RECOMMENDATION:**

I recommend the approval of the SEI South Water Plant Camera Upgrade SOW.

**DISCUSSION:**

The current cameras are failing and need to be replaced. SOW includes replacing existing interior and exterior cameras, adding additional interior cameras, replacing cabling, and SEI installation services.

**FISCAL IMPACT:**

Cost will be \$18,247 including hardware and estimated SEI services cost.

Part of the 2023-24 Water Utility Cameras CIP 24-034 in the amount of \$20,000.

**CONCURRENCE:**

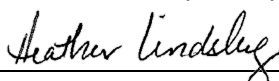
None at this time.


**ALTERNATIVES:**

Staff makes no alternative recommendation.

**SIGNATURE:**

**By:**   
Matt Soukup, Computer Network Technician

**Approved By:**   
Heather Lindsley, Finance Director

**Approved By:**   
Tara Vasicek, City Administrator



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secure • monitor • connect

# City Of Columbus

## South Water Plant Camera Upgrade

74494-1-0  
Dated: 3/25/2024

Prepared for:  
Matt Soukup

**Customer:** City Of Columbus

**Site:** 1077 28 Avenue  
Columbus, NE, 68601

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



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**Proposal #: 74494-1-0**

**Dated: 3/25/2024**

## South Water Plant Camera Upgrade

### Scope of Work

SEI to provide and install the following video surveillance equipment.

- (1) Interior 2MP dome camera will be installed in the Vestibule 100.
- (1) Interior dual sensor camera (2x2MP) camera will be installed in Corridor 101.
- (3) 180 degree 6MP panoramic camera will be wall mounted in the Pump Room 102, Chemical Room 109 and Work Room 114.
- (2) Exterior 20MP multiview cameras will be installed on the NE corner and SW corner of the building.

Customer to provide POE Switch and VMS server.

Current camera system is using 6 Milestone licenses.

Customer has extra Milestone Professional+ Camera Licenses for the 7th camera and the Optional cameras if selected.

### **OPTIONAL CAMERA ADDITIONS**

(1) Interior 2MP dome camera will be installed in the Lab 104 SW Corner.

Additional Installation if accepted \$1,227.00

(1) Interior 2MP dome camera will be installed in the Break Room 105 SE Corner.

Additional Installation if accepted \$1,227.00

**If BOTH additional cameras are accepted, the total agreement cost would be \$18,026.00**

### **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
- Customer to provide all usernames and passwords for any existing equipment being reused including software. Any additional labor spent on resetting equipment to obtain access will result in additional charges to the customer.
- 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.

Prepared by: Robb Walker • Major Accounts Executive

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

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

**Customer:** City Of Columbus

**Site:** 1077 28 Avenue  
Columbus, NE, 68601

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



Your Safety Is Our Business  
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**Proposal #: 74494-1-0**

**Dated: 3/25/2024**

- 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
- SEi has excluded sales tax in the proposal given.
- A 50% down payment will be required by SEi prior to our ordering equipment.

No lift rental has been included in this price. If a lift is needed, the customer will need to provide the lift. Lift must be current on required inspections. Proper lift type is required to safely reach all necessary locations. Fork lifts will not be acceptable. Otherwise, SEi can supply a lift at an additional charge to the customer.

Prepared by: Robb Walker • Major Accounts Executive

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

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

**Customer:** City Of Columbus  
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Your Safety Is Our Business  
 secure • monitor • connect

**Proposal #: 74494-1-0**  
**Dated: 3/25/2024**

## Schedule of Protection

### Camera System Upgrade \$16,879.00

| QTY | Description   |
|-----|---|
| 2   | 20MP Multidirectional Camera with IR  |
| 2   | Pendant Cap for Multisensor Camera  |
| 2   | Wall Mount  |
| 2   | Corner Bracket  |
| 1   | 2MP Indoor IP Dome Camera, 3.4-8.9mm Varifocal Lens, White                  |
| 1   | Dual Sensor Dome Camera   |
| 3   | 6MP Panoramic Camera, 360° View, Deep Learning                              |
| 550 | Cat6 Plenum Non Shielded Black Wire   |
| 1   | Tile Grid Ceiling Flexible Mount for Drop-Ceiling Tile Grids, 4-Pack, White |

### Optional 2MP Camera QUANTITY \_\_\_ AMOUNT \_\_\_ Cost Per \$1,368.00

Addition

Accept: \_\_\_\_\_ Decline:

| QTY | Description  |
|-----|--|
| 1   | 2MP Indoor IP Dome Camera, 3.4-8.9mm Varifocal Lens, White |
| 75  | Cat6 Plenum Non Shielded Black Wire                        |

### Milestone Camera Licenses

| QTY | Description |
|-----|-------------|
| 1   | SEi Labor   |

## Investment Summary

|                              |                    |
|------------------------------|--------------------|
| Deposit Due in Advance       | \$9,124.00         |
| Balance Due Upon Completion  | \$9,123.00         |
| Monthly Recurring            | \$0.00             |
| <b>Total Proposal Amount</b> | <b>\$18,247.00</b> |

*Note: The above price does not include tax*

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

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



## Commercial Installation and Service Agreement

THIS AGREEMENT is made March 25, 2024, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEi") and City Of Columbus. Location of Customer's premises 1077 28 Avenue, Columbus, NE 68601.

Subject to the terms and conditions hereinafter set forth, SEi agrees to sell, and provide ( ) of the equipment specified on "**Schedule of Protection**", which is incorporated herein by reference.

Note:

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc. (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility (4) if the System includes radio equipment or the System is owned by SEi, Customer shall, at its sole cost, promptly and without demand return the System to SEi at the expiration or termination of this Agreement (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision (6) Customer shall notify SEi of all ordinances or local policies of Proper Authorities that may affect SEi's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations and (7) 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 Customer hereby releases SEi for and from all damages, losses, costs and associated 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:

Customer agrees to pay SEi the sum of: \$18,247.00 plus tax, if applicable

Deposit due upon Prewiring will be 50% If necessary, remaining balance will be due upon substantial completion of installation.

### Recurring Charges:

Customer agrees to pay SEi the sum of \$0.00 plus tax, if applicable per month for the lease or purchase of the system. included in this proposal, prepaid annually for a period of five years. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

**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. Finance and Late Charges.** A three percent (3%) fee may be added to credit card payments over \$10,000. 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. Payment terms are NET 30 unless otherwise stated. Customer shall also pay to SEI an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEI after the date on which such payment is due as liquidated damages and not as a penalty
- 2. Automatic Renewal.** This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.
- 3. Right to Terminate.** Notwithstanding anything contained herein to the contrary, SEI may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEI shall, upon the written request of Customer, refund any unearned service charges. If the termination is for a monetary default, Customer understand and agrees that SEI shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.
- 4. Increase in Charges.** SEI 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 upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEI in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEI may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.
- 5. Breach by Customer.** In the event of any breach of this Agreement by Customer, without limiting the rights of SEI under this Agreement at law or equity, SEI shall be entitled to retain all prepayments received and Customer shall immediately pay to SEI (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEI due to such default based on a time and material basis at SEI's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent 100% of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEI shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEI is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEI 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 as allowed by law.
- 6. Right to Notice and Cure.** In the event of any breach of this Agreement by SEI, Customer agrees to provide written notice to SEI specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEI 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 SEI cures any said breach as provided herein, this Agreement shall continue unabated and SEI shall not be liable to Customer 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.
- 7. Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEI. Customer understands and agrees that SEI may, in its sole and absolute discretion, electronically lock out access to the control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEI only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to SEI's monitoring facility as a result of any cause other than SEI's sole negligence, Customer authorizes SEI to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) 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. The exercise of such rights shall not be deemed a waiver of SEI's right to damages, and SEI shall have the right to enforce all other legal or equitable remedies or rights.
- 8. Installation; Service; Delays.** Customer acknowledges and agrees that SEI 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 Customer's obligation to advise SEI of such hidden objects, failing which SEI 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. SEI 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 be the sole responsibility of the Customer.
- 9. Cross-Default.** In the event SEI and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEI to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEI.
- 10. SEI Duty Concerning Property of Others.** Customer agrees that SEI has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the communications provider or others ("Property"). If SEI provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.
- 11. Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEI 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.
- 12. Customer's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (a) any pass-through cost increase, or (b) any state or Federal statute or regulation, or (c) any trade union jurisdictional dispute results in SEI incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Customer hereby consents and authorizes SEI to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEI for all such costs incurred by SEI.
- 13. Communications Equipment and Services.** Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. Customer acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEI's monitoring facility's ability to receive, or understand, data will be dependent upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.

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



**A. Transmission of Data, Video or Voice.** Customer understands and agrees that the System including, without limitation, the communications equipment or service used in the System is not supervised. 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 any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), loss of a telephone line or dial tone (either because the line is cut or otherwise), radio transmission interference, power line surges or outages, Internet or broadband problems and Internet or broadband provider problems, there will be no indication of such interruption at the monitoring facility. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no Signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost. Further, Customer understands that (1) a video system enables SEI to record, store and review images of the Premises and the area outside of the Premises, (2) video and audio capability enables SEI to record, store and review oral communications from inside and outside of the Premises and (3) a two-way voice system enables SEI to listen-in to the Premises and to record, store and review such oral communications. Customer authorizes and consents to SEI viewing the Premises and the area outside the Premises and listening-in to the Premises and releases SEI for all claims, losses, damages, costs and expenses due to SEI viewing the Premises and the area outside of the Premises and listening-in to the Premises.

**B. Monitoring Service.** Monitoring service consists solely of monitoring service personnel ("Operator") communicating with First Responders or calling by telephone the telephone numbers supplied by the Customer in writing for First Responders and persons identified by Customer as Customer's emergency contacts ("Call List") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or voice transmission is received from the Premises. No monitoring service shall be rendered for Signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. In the event a Signal is received at the monitoring facility which is not a Listed Code, Customer agrees that SEI's sole duty and obligation is for SEI to log the Signal. If "multiple zone delayed dispatch service" is requested, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. When "no repeat dispatch service" is active, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the Premises. If the Premises is located in a jurisdiction requiring a personal verified onsite response ("Verified Response") prior to dispatching a First Responder, it is Customer'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 Customer only. Customer understands and agrees that First Responders may not be dispatched or respond to Customer's Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by SEI unless there is independent confirmation of a burglary or fire at Customer's Premise, (e.g., an on-site witness' report that a point of entry exists or a fire exists). Notwithstanding anything contained herein to the contrary, (1) upon receipt of a Listed Code or video transmissions and prior to communicating electronically or by telephone to First Responders or the Call List, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers, electronic mail, text messages or other similar means of communication at numbers or addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to First Responders or the Call List, and (2) upon receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images from any person at the Premises, Customer's representative or any of the personal contacts on the Call List, all of whom have Customer's authority and consent to direct SEI to disregard receipt of a Listed Code or video images, SEI 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. SEI'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 SEI 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. Customer acknowledges and agrees that (3) 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 SEI and Customer has no rights whatsoever in any of the IP Property, and (4) SEI 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 Customer: provided that upon written request of Customer, received prior to the Destruction of the IP Property, to retain any specific IP Property, SEI shall use commercially reasonable efforts to store the specific IP Property as requested by Customer on the condition precedent that Customer pay all fees, costs and expenses related to any such request.

**C. SEI as Agent; Revocation; Ratification; Retroactive Date.** Customer hereby appoints SEI as its exclusive agent for the term of this Agreement to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connections with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer shall have been actually received by SEI. No such notice shall affect anything done by (1) SEI in reliance hereon or pursuant hereto or (2) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of (3) the monitoring facility pursuant to the request of SEI (4) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.

**D. Internet Services.** If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI portal via the Internet to access, input, delete and modify information through the Internet. Except for Customer's 1) failure to keep confidential all information, passwords, etc., 2) use of the license or the information in any manner that negatively affects SEI, (3) use of the license or the information for any illegal purpose, or (4) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement or termination or suspension of the license by SEI. **SEI may immediately, and without notice, disable Customer's access to the Internet site and cancel all passwords or other access codes.**

**E. Email Notice.** In the event Customer elects to receive automatic email notice of certain System events, (e.g., the arming or disarming of the System), Customer acknowledges, understands and agrees that any such notice is conditioned on (1) receipt of the data at SEI's central station, (2) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (3) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI 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 SEI's or Representative's sole, joint or several negligence of any kind or degree.

**F. Suspension of Service.** Customer agrees that SEI's obligations hereunder are waived automatically without notice, and Customer releases SEI for all loss, damage and expense in the event of (1) a default or breach of this Agreement by Customer; (2) 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 (3) 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, government orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of SEI ("Force Majeure"), for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability. During any interruption of Services for any reason including, without limitation, Force Majeure: SEI has no duty, obligation or liability to supply Customer with alternate or substitute services.

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



**G. Video Systems.** If the System records and/or transmits video images and/or audio, electronic or other forms of communication, Customer represents, warrants, covenants and agrees that Customer shall at all times (1) provide and maintain adequate power and lighting for all cameras audio devices or other video-related equipment as recommended by the manufacturer; (2) 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; (3) 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; (4) use broadband connectivity exclusively to transmit video images and audio from any video system; (5) use the video and/or audio System for security surveillance and/or management services only; (6) not use the video and/or audio System for any criminal, illegal, or otherwise unlawful activity; and (7) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio System. Customer understands and agrees that (1) a video and/or audio System enables Customer and/or SEi to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Customer hereby agrees, authorizes and consents to SEi recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio System at the Premises; (2) video system services are limited to the area of the Premises covered by the video system images and such coverages 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; (3) SEi 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 (4) any and all third party claims related to the video and/or audio system asserted against SEi shall be deemed to be subject to paragraph number 15 of this Agreement.

**H. 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.

**I. U.L. Certified Systems.** In the event the System is U.L. certificated, Customer shall pay SEi'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 SEi dispatches an agent, Customer shall pay SEi'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 of U.L. for the certificate issued, SEi agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEi's then prevailing charges.

**J. Right to Subcontract.** SEi may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provision of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEi to provide any service set forth herein to Customer, and bind customer to said subcontractor(s) with the same force and effect as they bind Customer to SEi. Any subcontractor and SEi are each independent contractors (not partners or joint ventures.)

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

**L. In the Event the System is activated.** If the System is activated for any reason whatsoever, the Customer shall (1) pay without recourse, or (2) reimburse SEi for any fines, fees, costs, expenses and penalties assessed against Customer or SEi by any court or government agency.

**14. Customer's Responsibility to Verify System Function.** It is the Customer's sole responsibility to:

**A. Confirmation of Equipment Compatibility.** Confirm that the communications equipment, technology and services, which are not supplied by SEi, used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider).

**B. Testing of Equipment.** Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility.

**C. Acknowledgement of Potential Obsolescence.** Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data, video images and voice or other audio communications 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"). (1) In the event of any discontinuance, suspension, termination, modification or change (collectively, "Change") or any contemplated change as reasonably determined by SEi in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEi to provide Customer with such alternative in SEi's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEi) for all costs of any Provider as well as charges by SEi to modify, substitute or replace any communications equipment, technology, software, service or Provider (at SEi's then prevailing rates on a time and material basis). Customer shall also be responsible for 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 discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, software, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, software, service or Provider must be immediately reported to SEi or the Provider, as appropriate, for correction or repair service;

**D. No Waiver of Breach.** SEi does not waive breach of this Agreement unless specifically waived in writing by SEi. If SEi waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEi's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein.

**E. Duties of Parties When Equipment Required By Third Parties.** Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEi agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEi for all costs on a time and material basis at SEi's then prevailing charges.

**F. Key Service.** If Customer provides SEi with keys, Customer agrees that SEi and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

**15. DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY.** CUSTOMER UNDERSTANDS AND AGREES THAT SEi IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEi FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEi, AND EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEi FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEi FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEi OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO 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 OTHER 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 CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEi AND THIS LIABILITY SHALL BE EXCLUSIVE.

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

**A. RELEASE OF INSURED LOSSES.** CUSTOMER HEREBY RELEASES SEI AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE.

**B. WAIVER OF SUBROGATION.** AS AN INDUCEMENT TO SEI TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEI OR REPRESENTATIVES.

**(C) INDEMNIFICATION.** CUSTOMER AGREES (1) THAT SEI SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM. IF ANYONE OTHER THAN CUSTOMER, INCLUDING, WITHOUT LIMITATION: CUSTOMER'S INSURANCE COMPANY; ASKS SEI OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION: ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (1) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED; (2) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY SEI OR REPRESENTATIVES; (3) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES; (4) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING; (5) PRODUCT OR STRICT LIABILITY; (6) 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); (7) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION; OR (8) A CLAIM UNDER ANY OTHER LEGAL THEORY, CUSTOMER AGREES TO PAY (WITHOUT ANY CONDITION THAT SEI OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEI OR REPRESENTATIVES.

**(NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEI'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF SEI'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO SEI'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEI'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.)**

#### **16. Inspection; Maintenance; Repair; Takeover Existing Systems.**

**A. Inspection of System and Services.** If Customer has purchased inspection services, service consists of providing all labor necessary 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 periodically or as otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such Service.

**B. Periodic Maintenance.** If Customer has purchased maintenance services, maintenance consists of providing all labor necessary to inspect the visible parts of the System and conditioned on Customer contacting SEI 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 services shall be paid by Customer on a time and materials basis at SEI's then prevailing charges.

**C. Service on Leased Systems.** If the System is leased and covered by maintenance services, upon receipt of notice from customer of the necessity to service the System, SEI 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 materials, parts or equipment pursuant to the terms hereof. All other service shall be paid by Customer, on a time and material basis at SEI's then prevailing charges.

**D. Repair.** If Customer has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Customer's system, pursuant to the terms hereof, and Customer agrees to pay SEI on a time and material basis at SEI's then prevailing charges.

**E. Limitation of Service Warranty.** SEI makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEI'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 Customer's request to do so.

**F. Service of Systems Exclusive to SEI.** It is understood and agreed by the parties that all service to the System shall be performed by SEI only, but Customer agrees that SEI'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 Customer notifying SEI of the necessity for such service. Customer agrees to pay SEI's minimum service call charge in the event Customer does not provide unrestricted access when SEI attempts to provide service at the Premises. Further, Customer agrees that all repair, replacement or modification to the System shall be performed by SEI only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.

**G. SEI Service to Existing Systems.** If SEI takes over rendering services to an existing System, in whole or in part, SEI reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEI 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 Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and upon termination by SEI, Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEI's liability.

**H. Remote Programming Service.** Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEI's office or monitoring facility. Customer hereby consents to SEI's performance of all such services pursuant to SEI's then prevailing charges for such services.

#### **17. Applicable Law, Choice of Forum.**

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

**B. 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 District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. 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.

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

**D. Credit Investigation Report.** Customer authorizes and consents to credit investigations and reports by SEI and any other person or entity that provides financing to SEI or to whom this Agreement may be assigned.

#### **18. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)**

**A. LIMITED WARRANTY OF MATERIAL.** SEI HEREBY WARRANTS TO CUSTOMER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE 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, SEI SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

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

**B. DISCOVERY OF DEFECT.** IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

**C. LIMITED EXPRESS WARRANTIES.** EXCEPT AS SET FORTH IN PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, 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 SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI 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 CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGEMENT 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.

**19. 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. (a) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying any inducement in signing this Agreement which is not expressed in this Agreement. (b) 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, SEI shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Customer. 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.

**20. Prior Agreements with Others.** Customer represents and warrants that (a) his/her/their 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. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives, from and against, and pay (without any condition that SEI or Representative first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation: attorney's fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Customer's breach of this representation and warranty as allowed by law.

**21. Environmental Considerations.** Customer acknowledges and agrees that any duty or obligation of SEI 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, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (a) terminate this Agreement pursuant to the paragraph titled "Breach by Customer", or (b) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement.

**22. Electronic Media.** Customer authorizes SEI 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. Customer 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.

**23. 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.

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

**25. Consent to Call Customer and Call List.** Customer for him/her/itself and as the authorized agent of Customer's employees and each person on the Call List from time-to-time, consents to SEI (a) calling each such person's cell phone or mobile device; (b) using automatic dialers; and (c) using a technology known as "robocalling" (unless such person notifies SEI that he/she opts out of this clause).

**26. 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.

**27. Applications.** If Customer has subscribed to an application (an "App"), Customer understands and agrees that (a) the App was developed by a third-party App Developer, not SEI; (b) as a condition of downloading and using the App Customer must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (c) the EULA is between Customer and the App Developer only; (d) the App Developer, not SEI, is solely responsible for the App; (e) SEI disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Customer and related to the App or Customer's use of the App; and (f) as between Customer and SEI; SEI is a third-party beneficiary of the EULA.

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

13.E. Quote from Nebraska Golf & Turf in the amount of \$22,680 for batteries for 18 golf carts.

The City of **Columbus**

**M E M O R A N D U M**

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**DATE:** March 25, 2024  
**TO:** Tara Vasicek, City Administrator  
**FROM:** Douglas A. Moore, Public Property Director  
**SUBJECT:** Replacement batteries for Quail Run and Van Berg golf carts

**RECOMMENDATION:** Staff recommends the City Council approve the sole source quote of \$22,680 from Nebraska Golf and Turf (Lincoln NE) to replace batteries on 18 golf carts at Quail Run and Van Berg golf courses. Nebraska Golf and Turf are the only licensed dealer of Club Car carts and parts in Nebraska.

**DISCUSSION:** We are repairing carts at both courses as needed to extend their useful life for the city. This includes new batteries, recovering seats, straitening frames, replacing bearing and parts as needed while also doing a complete cleaning of the units. Depending on the amount of repairs needed, this can cost as much as \$1,500 a cart. We started this process last year with 30 carts and hope to finish all the remaining carts next year.

**FISCAL IMPACT:** Spending between \$1,250 and \$1,500 per cart extends their life for hopefully four or five more years before we have to possibly start purchasing new carts. New carts currently cost approximately \$6,500. We will be using funds from equipment maintenance and cart maintenance accounts from both Quail Run and Van Berg. There are approximately \$30,500 available in those accounts.

**CONCURRENCE:** Shawn Riedmiller, Golf Superintendent  
Doug Dunbar, Golf Professional

Approved By: *Douglas A Moore*  
Douglas Moore, Public Property Director

Approved By: *Tara Vasicek*  
Tara Vasicek, City Administrator

# CITY OF COLUMBUS

## QUOTE SHEET FOR PURCHASES

DEPARTMENT: Golf

CHARGE TO ACCOUNT NUMBER: 100-156-54350 100-155-54350

DEPARTMENT HEAD APPROVAL: Douglas A Moore

FINANCE DIRECTOR REVIEW: \_\_\_\_\_  
(For purchases \$5,000 to \$20,000)

CITY ADMINISTRATOR APPROVAL: \_\_\_\_\_  
(For purchases \$5,000 to 20,000)

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

Date: 25-Mar-24 Time: \_\_\_\_\_

Vendor Name: Nebraska Golf and Turf

Vendor Employee Name: Ray

Telephone: Area Code 402 466-6222

QUOTE FOR: Golf cart batteries

| Quote Includes:                                | Item Totals         |
|--|---------------------|
| 108 batteries for replacement in 18 golf carts | \$ 22,680.00        |
| _____  | \$ _____            |
| _____  | \$ _____            |
| _____  | \$ _____            |
| _____  | \$ _____            |
| _____  | \$ _____            |
| _____  | \$ _____            |
| _____  | \$ _____            |
| Grand Total:                                   | \$ <u>22,680.00</u> |

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

Delivery Date: \_\_\_\_\_ Shipped By: \_\_\_\_\_

Shipped F.O.B. (Freight Paid) Yes  No \_\_\_\_\_

Tax Excluded Yes

City Employee Obtaining Quote: Shawn Reidmiller



**NEBRASKA GOLF & TURF**  
 1440 Yolande Ave. Lincoln, NE 68521  
 402-466-6222

**QUOTE - DO NOT PAY**

Quote: 02-36326  
 Date: 3/25/2024

PO:  
 CustId: QUAIL RUN GC NE

Cust Email: accountspayable@columbusne.us  
 Phone: (402) 564-1313  
 Salesperson: RayceR  
 User: RayceR

Bill To:

QUAIL RUN GOLF COURSE - NE  
 PO BOX 1677  
 COLUMBUS, NE 68602

Ship To:

QUAIL RUN GOLF COURSE - NE

Battery cost only per request.  
 -Billed on 03/14/24 Reference Invoice 02-157200.

| Item          | Type | Description   | Qty      | Tax | Price    | Discount | Net Price          |
|---------------|------|---|----------|-----|----------|----------|--------------------|
| T875 - NE     | PA   | OTH - NE - TROJAN T875 8 VOLT BATTERY<br>List Price: \$220.00 | 108.0000 |     | \$210.00 |          | \$22,680.00        |
| <b>Total:</b> |      |   |          |     |          |          | <b>\$22,680.00</b> |

|               |  |                       |                    |
|---------------|--|-----------------------|--------------------|
| <b>Totals</b> |  | <b>Sub Total:</b>     | <b>\$22,680.00</b> |
|               |  | <b>Total Tax:</b>     | <b>\$0.00</b>      |
|               |  | <b>Invoice Total:</b> | <b>\$22,680.00</b> |

Signature: \_\_\_\_\_

This quote is valid for 30 days.

13.F. Quote from Creative Sites in the amount of \$239,462.57 for playground equipment at Community Building. *CIP #24-4*



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

## Memorandum

DATE: March 27, 2024  
TO: Tara Vasicek, City Administrator  
FROM: Jean Van Iperen, Planning & Economic Development Coordinator  
RE: Columbus Community Building Playground

### RECOMMENDATION:

Approval the purchase of playground equipment for the space east of the Columbus Community Building from Creative Sites.

### DISCUSSION:

A year ago, the City began working on sourcing playground equipment for the area to the east of the Columbus Community Building. Staff reached out to three different playground suppliers and received quotes from each. Of the three, staff selected the playground that best fit the needs of the area to be served. The playground selected was from Creative Sites. At that time, staff began writing grants and fundraising for the playground. Currently the City has been award \$75,000 in grant funds and \$4,750 in private donations. There are still two grants that were submitted by the city, but have not been announced (\$30,000 from Black Hills Energy and \$15,000 from AARP).

The playground will be all-inclusive with playground equipment, STEM play pieces as well as a musical instrument section. The ground will be EcoTurf surfacing versus the traditional mulch that is found under a lot of our current playgrounds. The surfacing will allow easier accessibility and will provide a cleaner look next to the Community Building. Picnic and game tables as well as benches have been included in the project costs.

In order to have the playground in place still this year, staff would like to order the equipment now, it takes 8-10 weeks for delivery and would be installed this fall.

**FISCAL IMPACT:** Total project costs is \$239,462.57. If the last two grants are not awarded to the city then the cost to be covered by the city would be \$156,814.57, if the grants are received the city funds needed are \$111,814.57. The City Council included \$250,000 in the CIP plan for an electronic sign that is not moving forward. Staff proposing using a portion of those funds for this project.

### ALTERNATIVE:

Do not approve.

Signature: 

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

# City of Columbus

## Quote Sheet for Purchases

Department: Parks and Recreation/City Administration

Charge to Account Number: \_\_\_\_\_

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

Finance Director Review: \_\_\_\_\_

(For Purchases of \$5,000 to \$40,000)

City Administrator Approval: \_\_\_\_\_

(For Purchases of \$5,000 to \$40,000)

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

Date: 03-14-2024 Time: \_\_\_\_\_

Vendor Name: Creative Sites

Vendor Employee Name: Julie Kutilek

Telephone: \_\_\_\_\_

Quote For: \_\_\_\_\_

| Quote Includes:   | Item Totals:        |
|---|---------------------|
| NUIN Play Structure, Volta, MOVMT Inclusive, Stemplay, Quintet Ensemble | \$107,391.00        |
| Contingency   | \$23,299.23         |
| Freight   | \$4,980.00          |
| Installation  | \$59,970.00         |
| Turf Surfacing  | \$32,000.00         |
| Tables and Benches  | \$11,822.34         |
| <b>Total:</b>   | <b>\$239,462.57</b> |

Quote Excludes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Delivery Date: 10-12 weeks Shipped By: \_\_\_\_\_

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

Tax Excluded

City Employee Obtained Quote: Jean Van Iperen



# City of Columbus

## Quote Sheet for Purchases

Department: Parks & Rec

Charge to Account Number: \_\_\_\_\_

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

Finance Director Review: \_\_\_\_\_

(For Purchases of \$5,000 to \$40,000)

City Administrator Approval: \_\_\_\_\_

(For Purchases of \$5,000 to \$40,000)

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

Date: 2/13/2023 Time: \_\_\_\_\_

Vendor Name: Crouch Recreation

Vendor Employee Name: Mike Dobbs

Telephone: \_\_\_\_\_

Quote For: \_\_\_\_\_

| Quote Includes:   | Item Totals:        |
|---|---------------------|
| Music Classic, BLX4104, COR39501, COR10513, PCM157, M128 & ELE40021 | \$178,400.00        |
| Tables & Benches  | \$7,500.00          |
| Installation & Surfacing  | \$95,000.00         |
|   |                     |
|   |                     |
|   |                     |
| <b>Total:</b>   | <b>\$280,900.00</b> |

Quote Excludes:  
Freight

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Delivery Date: \_\_\_\_\_ Shipped By: \_\_\_\_\_

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

Tax Excluded

City Employee Obtained Quote: Betsy Eckhardt & Jean Van Iperen

# City of Columbus

## Quote Sheet for Purchases

Department: Parks & Rec

Charge to Account Number: \_\_\_\_\_

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

Finance Director Review: \_\_\_\_\_

(For Purchases of \$5,000 to \$40,000)

City Administrator Approval: \_\_\_\_\_

(For Purchases of \$5,000 to \$40,000)

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

Date: 2/15/2023 Time: \_\_\_\_\_

Vendor Name: Churchich Recreation

Vendor Employee Name: Cory Sevening

Telephone: \_\_\_\_\_

Quote For: Community Building Playground

| Quote Includes:  | Item Totals:        |
|--|---------------------|
| Concerto, Inclusive Spinner, Alta Glide Glider with Ramps, JAX Web, Playground S | \$131,400.00        |
| Tables and Benches   | \$6,100.00          |
| Installation   | \$50,000.00         |
| Turf Surfacing   | \$100,000.00        |
| Freight  | \$5,000.00          |
|  |                     |
| <b>Total:</b>  | <b>\$292,500.00</b> |

Quote Excludes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Delivery Date: \_\_\_\_\_ Shipped By: \_\_\_\_\_

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

Tax Excluded

City Employee Obtained Quote: Jean Van Iperen

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

14. **RESOLUTIONS**

14.A. Resolution No. R24-34 approving back-up response plans for Columbus Fire Department and Duncan Fire and Rescue.

**RESOLUTION NO. R24-34**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE BACK-UP RESPONSE PLANS FOR COLUMBUS FIRE DEPARTMENT AND DUNCAN FIRE AND RESCUE, EFFECTIVE MAY 1, 2024, COPIES OF WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the Columbus Fire Department is required to have a back-up response plan in place; and

WHEREAS, Duncan Fire and Rescue has requested a partnership with Columbus Fire Department for their Back-Up Response Plan to provide backup service on an as needed basis as there is already a mutual aid agreement in place.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Columbus Fire Department and Duncan Fire and Rescue Back-Up Response Plans, to be in effect May 1, 2024, copies of which are attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus, Nebraska.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**Columbus Fire Department  
Memorandum  
For Record**

**DATE:** 18 March 2024  
**TO:** Tara Vasicek, City Administrator  
**FROM:** Ryan Gray, Fire Chief  
**RE:** Back-up Response Plans

**RECOMMENDATION:**

Approve the back-up response plans for Columbus Fire Department and Duncan Fire & Rescue.

**DISCUSSION:**

Any department who has an EMS system is required to have in place a written back-up response plan. The back-up response plan currently used by the Columbus Fire Department is with Priority Medical Transport, and was enacted in July of 2023.

As Duncan Fire & Rescue has moved forward with their plan of having their own EMS service up and running by May 1, 2024, they have asked that the Columbus Fire Department be their partner for their back-up response plan.

Through discussions with Duncan Fire & Rescue, we have come to an agreement that we will serve as each other's back-up agency. This means that in cases where Duncan is unable to cover a call, Columbus would cover that call for them and vice versa if resources and staffing allow.

It is understood that there may be cases where either agency is unable to provide the back-up service, and in those cases, it is the responsibility of the agency who is requesting assistance to cover the call.

**FISCAL IMPACT:**

None

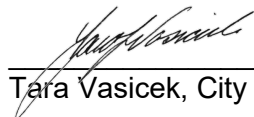
**ALTERNATIVES:**

Keep current back-up response plan in place with Priority Medical.

**SIGNATURES:**



\_\_\_\_\_  
Ryan Gray, Fire Chief



\_\_\_\_\_  
Tara Vasicek, City Administrator

# Back-Up Response Plan

## Columbus Fire & Rescue

Revised: 03/18/2024

### Purpose

In the event that **Columbus Fire & Rescue** cannot respond to a request for emergency medical service, the dispatcher shall dispatch the request to **Duncan Fire & Rescue**.

### Policy

**Columbus Fire & Rescue** will be paged 3 times at specified five-minute intervals. The first page is considered number one for counting purposes, if no response is received from **Columbus Fire and Rescue** within five minutes after the first page, dispatch will initiate a second page. If there has been no response from **Columbus Fire and Rescue** within five minutes after second page, dispatch will initiate a third page and also page **Duncan Fire & Rescue**. This will ensure that **Duncan Fire & Rescue** be called no more than ten minutes after the original call activation.

A copy of this signed plan will be maintained by both the primary service and the back-up response service named in this agreement and an additional copy will be sent to **Platte County Joint Commutations Center**.

Columbus Fire and Rescue

Name of Primary Service



EMS Officer's Signature

03/19/2024

Date

Duncan Fire and Rescue

Name of Back-Up Service



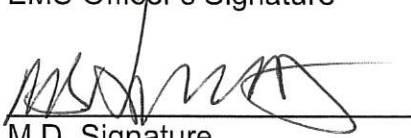
EMS Officer's Signature

3/13/2024

Date

Mark Howerter

Physician Medical Director



M.D. Signature

3/18/2024

Date

Columbus-Platte County JCC

Dispatch Center



JCC Director Signature

3/18/2024

Date

City of Columbus

James B. Bulkley, Mayor

Date

# Back-Up Response Plan

## **Duncan Fire & Rescue**

Revised: 03/18/2024

### Purpose

In the event that Duncan Fire & Rescue cannot respond to a request for emergency medical service, the dispatcher shall dispatch the request to **Columbus Fire & Rescue**.

### Policy

**Duncan Fire & Rescue** will be paged 3 times at specified five-minute intervals. The first page is considered number one for counting purposes, if no response is received from **Duncan Fire & Rescue** within five minutes after the first page, dispatch will initiate a second page. If there has been no response from **Duncan Fire & Rescue** within five minutes after second page, dispatch will initiate a third page and also page **Columbus Fire & Rescue**. This will ensure that **Columbus Fire & Rescue** will be called no more than ten minutes after the original call activation.

A copy of this signed plan will be maintained by both the primary service and the back-up response service named in this agreement and an additional copy will be sent to **Platte County Joint Commutations Center**.

Duncan Fire-Rescue  
Name of Primary Service

 - Patrick Srenok  
EMS Officer's Signature

3/13/2024  
Date

Columbus Fire-Rescue  
Name of Back-Up Service

  
EMS Officer's Signature

03/20/2024  
Date

Mark Howerter  
Physician Medical Director

  
M.D. Signature

3/14/2024  
Date

Columbus-Platte County JCC  
Dispatch Center

  
JCC Director Signature

3/19/2024  
Date

City of Columbus

James B. Bulkley, Mayor  
Date

14.B. Resolution No. R24-35 approving settlement agreement and release with International Association of Firefighters Local 1575 in the total amount of \$9,877.98 regarding calculation of overtime pay.

**RESOLUTION NO. R24-35**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE SETTLEMENT AGREEMENT AND RELEASE WITH INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 1575 IN THE TOTAL AMOUNT OF \$9,877.98 REGARDING CALCULATION OF OVERTIME PAY, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

WHEREAS, a dispute arose between the City and the International Association of Fire Fighter Local 1575 (Union) concerning the calculation of overtime pay; and

WHEREAS, the City and the Union have resolved the dispute with no admissions of liability pursuant to a Settlement Agreement and Release.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Settlement Agreement and Release regarding calculation of overtime pay with International Association of Fire Fighters Local 1575, a copy of which is attached hereto and incorporated herein by this reference, is approved and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (the "Agreement") is hereby entered into by and between the City of Columbus, Nebraska (the "City" or "Releasee") and the International Association of Firefighters Local 1575 (the "Union") and the named individual employees and/or former employees of City identified in Exhibit "A" attached hereto and incorporated herein ("Individual Plaintiffs"), all of whom are or were members of the bargaining unit represented by the Union. The Union and Individual Plaintiffs may be referred to as "Releasers." The City, the Union and the Individual Plaintiffs are each a "Party" and collectively referred to as "the Parties" herein.

WHEREAS, on January 4, 2023, the Union notified the City of its belief that the City was not in compliance with respect to certain overtime pay obligations pursuant to the federal Fair Labor Standards Act of 1938 ("FLSA") relating to bargaining unit members, including the Individual Plaintiffs. Specifically, the Union and Individual Plaintiffs allege the following:

The City has failed to pay certain overtime from January 4, 2021 to January 4, 2023 appropriately by: (a) failing to account for and include in the FLSA's "regular rate" for overtime calculations certification pay to be paid pursuant to the collective bargaining agreement for Emergency Medical Technician – Paramedic; and (b) failing to account for and include in the FLSA's "regular rate" for overtime calculations premium pay to be paid pursuant to the collective bargaining agreement for employees engaged in out-of-class or out-of-rank pay (collectively "the Dispute"); and

WHEREAS, the Parties desire to resolve all issues and disputes related to the above-described claims.

NOW THEREFORE, in consideration of the promises and conditions set forth herein, the Parties agree as follows:

1. Payments. In consideration for signing this Settlement Agreement and Release and fulfillment of the promises herein, the City agrees to pay Individual Plaintiffs the total sum of **\$9,877.98**, said amount to be divided amongst all Individual Plaintiffs as set forth in Exhibit A. The payments shall be delivered to counsel for the Union, Dowd & Corrigan, L.L.C, c/o John Corrigan, 6700 Mercy Road, Suite 501, Omaha, Nebraska 68106. The amount of the check for each Individual Plaintiff will be as set forth in Exhibit A. Each check will be allocated as wages, and the City shall withhold payroll taxes from these payments, which will be reported on an IRS Form W-2 for the year 2024.

2. Release of Claims for Releasers. In exchange for the promises contained herein, the Union and Individual Plaintiffs hereby fully, finally and forever release and discharge the City from any and all claims, obligations, demands, actions, rights causes of action and liabilities, whether known or unknown, against the City for alleged unpaid wages, liquidated or other damages, unpaid costs, penalties, premium pay, interest,

restitution or other compensation and relief arising from the alleged failure to properly pay such to Individual Plaintiffs under the FLSA and the laws of any county, municipality, or other governmental subdivision of the United States or any state, including but not limited to, the State of Nebraska, regarding failure to pay overtime wages.

3. Covenant Not to Sue. The Union and Individual Plaintiffs covenant not to sue the City for any claim the Releasors release in this Agreement.

4. Non-Interference and Continued Right to Participate in Agency Proceedings. Nothing in this Agreement shall interfere with the Individual Plaintiffs' right to file a charge, cooperate or participate in an investigation or proceeding conducted by the U.S. Equal Employment Opportunity Commission, the Nebraska Equal Opportunity Commission, the U.S. Department of Labor, the Nebraska Department of Labor, the U.S. Securities and Exchange Commission, or any other federal, state, or local regulatory or law enforcement agency. Notwithstanding the foregoing, the Union and Individual Plaintiffs understand and agree that through this Settlement Agreement and Release the Individual Plaintiffs waive any and all claims and rights to monetary or other recovery for any legal claims against the City arising out or relating to the Dispute to the extent permitted by law.

5. No Admission of Liability. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by either Party, either previously or in connection with this Agreement shall be deemed or construed to be (a) an admission of the truth or falsity of any claims heretofore made or (b) an acknowledge or admission by the City of any fault or liability whatsoever to the Union or Individual Plaintiffs.

6. Wages Acknowledgement. The Union and Individual Plaintiffs acknowledge, agree and hereby stipulate to the following: (i) the Individual Plaintiffs have been paid all wages, commissions, compensation, accrued time-off, benefits, and other amounts that the Individual Plaintiffs are or were owed under the Fair Labor Standards Act ("FLSA"), or any other applicable federal, state, or local law or regulation providing for the payment of wages, commissions, compensation, accrued time-off, and benefits ("Wage Law"); and (ii) the Individual Plaintiffs are not owed any backpay, damages, liquidated damages, penalties, or any other amounts due under the FLSA, or any other applicable federal, state, or local Wage Law, except as set forth herein in Paragraph 1 above.

7. No Precedential Effect. This Agreement, which reflects the unique conditions and circumstances at issue in this particular bargaining unit and dispute, shall not be deemed precedential with respect to similar disputes involving the Parties now and in the future.

8. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

9. Choice of Law. This Settlement Agreement and Release is to be interpreted pursuant to the laws of Nebraska, except where the application of federal law applies.

10. Waiver. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

11. Severability. The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other parts shall remain fully valid and enforceable.

12. Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed the same Agreement. This Agreement may be signed electronically, and a signed copy of the Agreement delivered by electronic means to counsel for Union or counsel for the City shall be deemed to have the same legal effect as delivery of a physical copy of the Agreement.

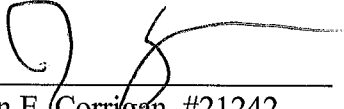
13. Authorized Representatives. The undersigned representatives of the Parties certify that they are authorized to enter into the terms and conditions of this Agreement, and to bind the Party whom they represent in this Agreement.

14. Entire Agreement. It is further agreed that this Agreement contains the entire agreement between the Parties with respect to the subject matter hereto and that this Agreement may not be modified, altered, or extended except in writing and signed by the Parties. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to its subject matter.

DATED this \_\_\_ day of \_\_\_\_\_ 2024

**APPROVED AND AGREED TO BY THE FOLLOWING PARTIES:**

**IAFF LOCAL 1575 & INDIVIDUAL  
PLAINTIFFS (EXHIBIT "A"):**

By:   
John E. Corrigan, #21242  
DOWD & CORRIGAN, L.L.C.  
6700 Mercy Road, Suite 501  
Omaha, Nebraska 68106  
(402) 341-1020

**CITY OF COLUMBUS, NEBRASKA:**

By:

Its: Duly Authorized Representative

*James B. Bulkeley, Mayor*

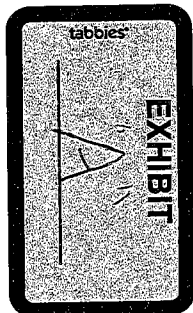
APPROVED AS TO FORM

By

*ALG*

City Attorney

| Summary            |                   |                          |                          |
|--------------------|-------------------|--------------------------|--------------------------|
| Employee           | Overtime Owed     | Certificate Pay Addition | Total Owed to Individual |
| Christopher Warren | \$547.27          | \$150.00                 | \$697.27                 |
| Joel Vollertson    | \$1,004.92        | \$200.00                 | \$1,204.92               |
| Patrick Siemer     | \$0.00            | \$0.00                   | \$0.00                   |
| Derek Salak        | \$64.44           | \$50.00                  | \$114.44                 |
| Ryan Sabata        | \$415.27          | \$100.00                 | \$515.27                 |
| Adam Pitts         | \$179.98          | \$100.00                 | \$279.98                 |
| Aaron Perez        | \$187.91          | \$100.00                 | \$287.91                 |
| Trina Osuna        | \$600.32          | \$150.00                 | \$750.32                 |
| David Oborny       | \$421.45          | \$100.00                 | \$521.45                 |
| Timothy Moser      | \$450.90          | \$100.00                 | \$550.90                 |
| Kyle Lingenfelter  | \$1,290.44        | \$200.00                 | \$1,490.44               |
| Eric Kluever       | \$511.43          | \$150.00                 | \$661.43                 |
| Jacob Hytrek       | \$0.00            | \$0.00                   | \$0.00                   |
| David Hogelin      | \$0.00            | \$0.00                   | \$0.00                   |
| Broderick Hoeft    | \$0.00            | \$0.00                   | \$0.00                   |
| Alexander Hayes    | \$0.00            | \$0.00                   | \$0.00                   |
| Michael Hancock    | \$710.76          | \$150.00                 | \$860.76                 |
| Harley Eickmeier   | \$0.00            | \$0.00                   | \$0.00                   |
| Jojo Dunn          | \$523.24          | \$150.00                 | \$673.24                 |
| Jimmy Davis        | \$0.00            | \$0.00                   | \$0.00                   |
| Jose Audelo Rios   | \$344.80          | \$100.00                 | \$444.80                 |
| Nathan Jones       | \$674.87          | \$150.00                 | \$824.87                 |
| <b>Total:</b>      | <b>\$7,927.98</b> | <b>\$1,950.00</b>        | <b>\$9,877.98</b>        |



14.C. Resolution No. R24-36 approving agreement with RVW, Inc. in an amount not to exceed \$58,800 for design, construction, and electronics engineering phase services for Fiber Network Project 2024. *CIP# 19-9*

**RESOLUTION NO. R24-36**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN ENGINEERING SERVICE AGREEMENT WITH RVW, INC. IN AN AMOUNT NOT TO EXCEED \$58,800 FOR DESIGN, CONSTRUCTION, AND ELECTRONICS PHASE SERVICES IN CONJUNCTION WITH FIBER NETWORK 2024 PROJECT, 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, the City of Columbus Fiber Master Layout Plan projects continue to be constructed; and

WHEREAS, the Fiber Network 2024 Project is part of the City Fiber Master Layout Plan; and

WHEREAS, RVW, Inc. has provided the design, construction, and electronics phase engineering services for all of the prior city fiber optics projects.

NOW, THEREFOR BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Engineering Service Agreement with RVW, Inc. in an amount not to exceed \$58,800 for design, construction, and electronics phase services in conjunction with Fiber Network 2024 Project, a copy of which is attached hereto and incorporated herein by this reference, is approved and the mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

The City of **Columbus**

**MEMORANDUM**

**DATE:** March 28, 2024  
**FROM:** Richard J. Bogus, P.E., City Engineer  
**TO:** Tara Vasicek, City Administrator  
**RE:** Fiber Network Project 2024

**RECOMMENDATION:**

I recommend approval and signing of the Engineering Services Agreement with RVW, Inc. in the amount not to exceed \$58,800 for pre-construction, construction, and electronics engineering phase services associated with the Fiber Network Project 2024.

**DISCUSSION:**

The agreement is for route design, bidding, construction staking and observation for the Fiber Network Project 2024 which is a continuation of the City fiber master layout plan.

Design includes construction of approximately 6.9 miles of new fiber optics and using approximately 0.3 miles of existing fiber connecting Bradshaw Park, Wilderness Park, Sunset Park, Frontier Park, and the Platte County Emergency Management Tower on Shady Lake Road to the City's fiber optic network. The network will also be used by Joint Communications Center, Police Department, and Fire Department at the Platte County Emergency Management Tower for radio repeaters. The agreement includes final CAD drawings with coordinates which would be used by the Public Works Department for locating of the City's fiber utilities as part of the Statewide One-Call.

The network along 23<sup>rd</sup> Street from Howard Boulevard west to the Platte County Emergency Management Tower on Shady Lake Road was coordinated with Platte County. Platte County will reimburse the City for their portion of work and services.

Construction is anticipated to begin immediately upon receipt of Notice Proceed in late April or early May 2024 and anticipated to be complete in July 2024.

Purchasing of equipment by the City IT Department will be forthcoming. The Joint Communications Center will have other costs associated with the radio repeater not part of this CIP.

**FISCAL IMPACT:**

Part of 2023-2024 CIP 19-009 in the amount of \$550,000

**ALTERNATIVE:**

Do not approve

**SIGNATURE:**

By: Richard J. Bogus

Approved By: [Signature]

**PROPOSAL**



RVW INC.  
 4118 HOWARD BOULEVARD  
 P.O. BOX 495  
 COLUMBUS, NEBRASKA 68602-0495  
 402 564-2876 • FAX 402 563-3655

Proposal to: City of Columbus  
 Project: 2024 Fiber Project  
 Date: 3/25/2024  
 Version: 1.0

| Item            | Description  | Costs <sup>1,2</sup> |
|-----------------|--|----------------------|
| <b>Services</b> |  |                      |
| 1               | Columbus, Nebraska Fiber Project<br>7.19 miles town miles  |                      |
|                 | Time and Expense   |                      |
|                 | a) Staking Sheets (Approximately 1 block/sheet in town, 1/2 mile per sheet in rural areas<br>CAD Map   | \$58,800.00          |
|                 | b) Contract, Bidding Services, Construction Invoice Review   |                      |
|                 | c) Construction Observation and Final Records (Staking Sheets and Maps)  |                      |
|                 | Total  | \$58,800.00          |
|                 | <u>Notes:</u><br>- Above costs do not include electronics or hut/building engineering<br>- Above costs do not include acquisition of franchise agreements/ROW or related fees, if any.<br><br>Above excluded services can be added if desired. |                      |

NOTES:

<sup>1</sup> Attached RVW, Inc. Standard Terms and Conditions, form date 1/20/2014, apply.

<sup>2</sup> Fees are estimated on a time and expense basis and are not limited to the amounts shown.

Proposal Authorized by:

Toby S. Goc, Vice-President, RVW, Inc.

3/25/2024  
Date

Services Authorized by:

Client Authorized Signature and Title

Date

**\*Attached RVW, Inc. Terms & Conditions must be initialed, dated and returned with this service authorization**

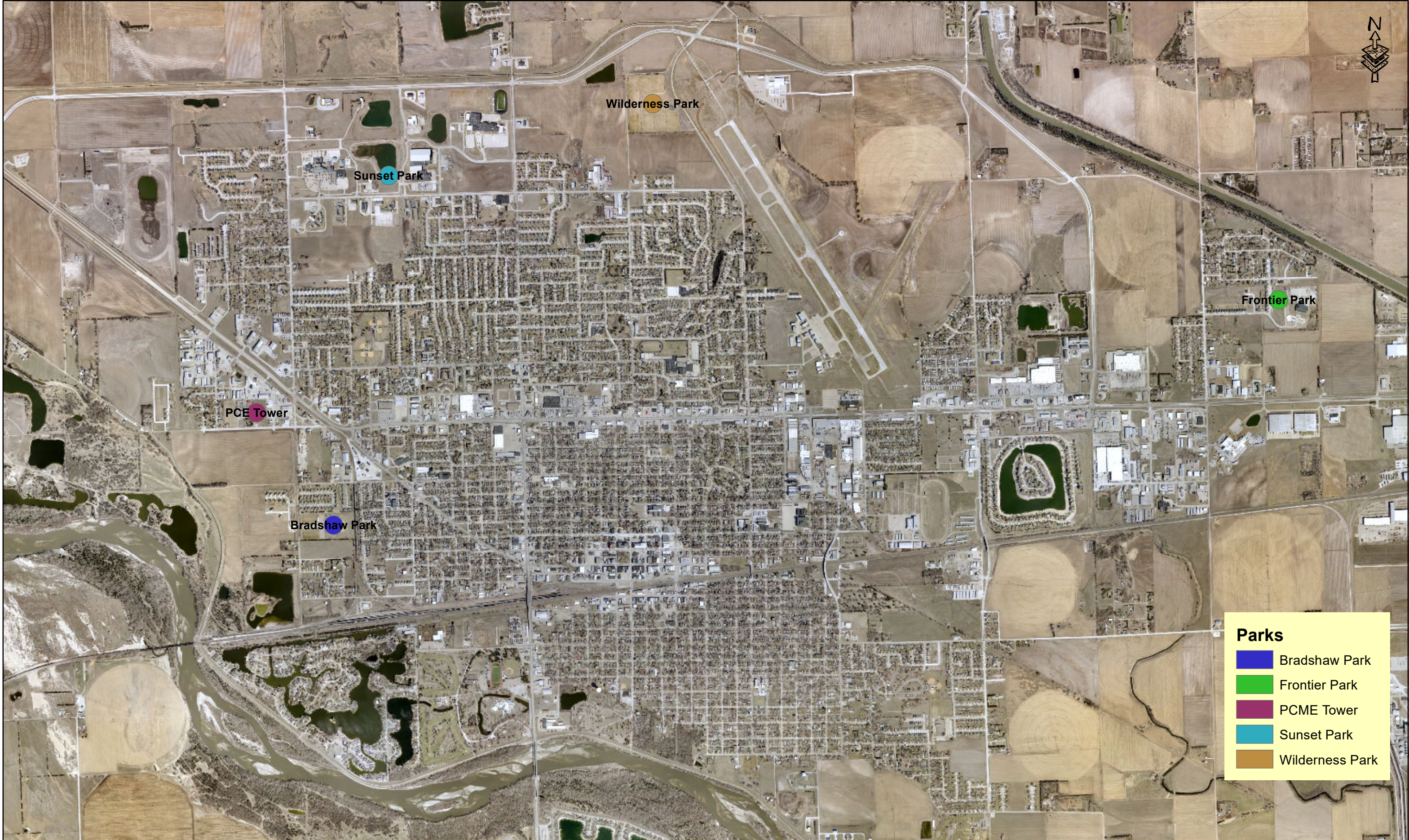


RVW, INC.  
STANDARD TERMS AND CONDITIONS

1. **General:** Unless otherwise agreed in writing, RVW, Inc. (RVW) shall perform the architectural and engineering services specifically authorized by the CLIENT (the entity invoiced) upon the terms and conditions herein stated. RVW will perform services in a timely manner consistent with sound professional practices.
2. **Compensation:** The CLIENT shall pay RVW for services performed and agrees to pay RVW based on RVW's standard hourly job order rates current at the time services are performed plus expenses. All amounts owed by the CLIENT shall be due and payable within 30 days from the date of invoice, and any payments not so received shall be subject to a late payment charge of 1% per month, or the maximum amount allowed by law, whichever is less. The CLIENT shall be responsible for the payment of all sales, use, gross receipts or other like taxes, if applicable.
3. **License:** RVW shall comply with applicable statutes pertaining to architecture and engineering and warrants that it possesses current licenses.
4. **Standard of Practice:** RVW will strive to perform services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in any report, opinion, document or otherwise.
5. **Qualified Personnel:** The obligations and duties to be performed by RVW shall be performed by persons qualified to perform such duties efficiently. RVW, if the CLIENT shall so direct, shall replace any engineer or other person employed by RVW in connection with the work.
6. **Contractor(s)/Manufacturer(s)' (Other(s)') Work/Products:** RVW shall not, as a result of any recommendations, preparation of plans, specifications, contract documents or other instruments of service or as a result of any on-site visits, review, tests or observations of the Other(s)' work in progress; supervise, direct or have control over Other(s)' work nor shall RVW have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Other(s), for safety precautions and programs incident to the work of Other(s), or for any failure of Other(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Other(s) furnishing and performing their work. Accordingly, RVW can neither guarantee the performance of Other(s) or their products nor assume responsibility for Other(s)' failure to furnish and perform their work generally or in accord with any Contract Documents.
7. **Insurance:** RVW shall take out and maintain workmen's compensation insurance, public liability insurance and automobile liability insurance as prescribed by the latest revision of the Code of Federal Regulations, Title 7, Agriculture, Part 1788 - Subparts B and C -Insurance for Contractors, Engineer and Architects.
8. **Controlling Law:** These standard terms and conditions are to be governed by the law of the principal place of business of RVW.
9. **Termination:** The obligation to provide further services may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
10. **Assignment:** The obligations of either party shall not be assigned without the approval, in writing, of the other party; however, such approval shall not be unreasonably withheld.
11. **Opinions of Cost:** Because RVW has no control over the cost of labor, materials, equipment or services furnished by Others, or over Other(s)' methods of determining prices, or over competitive bidding or market conditions; RVW's estimates or opinions of probable costs and construction cost provided are made on the basis of RVW's experience and qualifications and represent RVW's best judgment as an experienced and qualified professional; but RVW cannot and does not guarantee that proposals, bids or actual equipment or construction costs will not vary from estimates or opinions of probable cost prepared by RVW.
12. **Reuse of Documents:** All documents, specifically including drawings (maps and staking sheets), reports, and plans and specifications, copies of which are furnished and delivered to CLIENT by RVW (and RVW's independent professional associates and consultants) pursuant to these terms and conditions are not products but are instruments of service and RVW shall retain an ownership and property interest therein. Due to the ease with which computer files may be changed and the difficulty of tracking by whom and when such changes were made, unless otherwise specifically agreed, as in the conversion of manually drafted records to, or maintenance of CAD (computer aided drafting) files owned by the CLIENT, all computer files including CAD files created or modified by RVW shall remain the exclusive property of RVW and only the hardcopy printouts, delivered to the CLIENT, shall be considered instruments of service as described herein. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of any project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of any project or on any other project. Any reuse without written verification or adaptation by RVW for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to RVW, or to RVW's independent professional associates or consultants, and CLIENT shall indemnify and hold harmless RVW and RVW's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle RVW to further compensation at RVW's standard job order rates. All work papers and any other documents not specifically described in this paragraph shall remain the exclusive property of RVW.
13. **Patents and Copyright:** RVW retains the exclusive rights of ownership of any patentable or copyrightable concepts or works arising from its services.
14. **Hazardous Materials:** RVW hereby states, and the CLIENT acknowledges, that RVW has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance of or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement or removal of products, materials or processes containing asbestos, mold, polychlorinated biphenyl (PCB) or other toxic substances. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against RVW, its principals, employees, agents and consultants if such claim in any way would involve RVW's services for the investigation of or remedial work related to asbestos, mold, polychlorinated biphenyl (PCB) or other toxic substances. The CLIENT further agrees to defend, indemnify and hold RVW and its principals, employees, agents and consultants harmless from any such asbestos, mold, polychlorinated biphenyl (PCB) or other toxic substance claims that may be brought by third parties as a result of the services provided by RVW.
15. **Risk Allocation:** In addition to the insurance requirements of paragraph 7 above, RVW agrees to maintain professional liability insurance in the sum of not less than one million dollars (\$ 1,000,000.00 ) annual aggregate, on a claims made basis, as long as it is reasonably available under standard policies at rates comparable to those currently in effect. In consideration of RVW's maintaining such professional liability insurance, the CLIENT agrees that to the fullest extent permitted by law, RVW's total liability to the CLIENT and THIRD PARTIES for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed a total amount equal to the lesser of RVW's fee for a particular service authorization or (\$1,000,000.00). Such causes include but are not limited to RVW's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Initials \_\_\_\_\_ Date \_\_\_\_\_

# CITY OF COLUMBUS PARKS & PLATTE COUNTY EMERGENCY TOWER



14.D.Resolution No. R24-37 amending schedule of fees to update water and sewer rates over a five-year period beginning June 1, 2024.

**RESOLUTION NO. R24-37**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING RESOLUTION NO. R23-94 (SCHEDULE OF FEES) TO UPDATE THE WATER AND SEWER RATES OVER A FIVE-YEAR PERIOD BEGINNING JUNE 1, 2024, PURSUANT TO THE ATTACHED AND INCORPORATED HEREIN SCHEDULE; TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that Resolution No. R23-94 (Schedule of Fees) is hereby amended to update the water and sewer rates over a five-year period beginning June 1, 2024, a copy of which is attached hereto and incorporated herein by this reference.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



**Water Rate Table:**

Rates per 1,000 gallons or portions thereof:

CURRENT:

| <b>Use</b>  | <b>Location</b>     | <b>10/01/17</b> | <b>10/01/18</b> | <b>10/01/19</b> | <b>10/01/20</b> | <b>10/01/21</b> |
|-------------|---------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Residential | Inside City Limits  | \$1.35          | \$1.35          | \$1.35          | \$1.35          | \$1.35          |
| Residential | Outside City Limits | \$2.68          | \$2.68          | \$2.68          | \$2.68          | \$2.68          |
| Commercial  | Inside City Limits  | \$1.21          | \$1.21          | \$1.21          | \$1.21          | \$1.21          |
| Commercial  | Outside City Limits | \$2.63          | \$2.63          | \$2.63          | \$2.63          | \$2.63          |
| Industrial  | Inside City Limits  | \$1.19          | \$1.19          | \$1.19          | \$1.19          | \$1.19          |
| Industrial  | Outside City Limits | \$2.47          | \$2.47          | \$2.47          | \$2.47          | \$2.47          |

PROPOSED:

| <b>Use</b>  | <b>Location</b>     | <b>6/01/24</b> | <b>6/01/25</b> | <b>6/01/26</b> | <b>6/01/27</b> | <b>6/01/28</b> |
|-------------|---------------------|----------------|----------------|----------------|----------------|----------------|
| Residential | Inside City Limits  | \$1.47         | \$1.61         | \$1.77         | \$1.93         | \$2.12         |
| Residential | Outside City Limits | \$2.93         | \$3.21         | \$3.52         | \$3.85         | \$4.22         |
| Commercial  | Inside City Limits  | \$1.32         | \$1.45         | \$1.59         | \$1.74         | \$1.90         |
| Commercial  | Outside City Limits | \$2.88         | \$3.15         | \$3.45         | \$3.78         | \$4.14         |
| Industrial  | Inside City Limits  | \$1.30         | \$1.42         | \$1.56         | \$1.71         | \$1.87         |
| Industrial  | Outside City Limits | \$2.70         | \$2.96         | \$3.24         | \$3.55         | \$3.89         |

**CURRENT: Monthly Service Charges:**

**Meter Size**

|      |          |          |          |          |          |
|------|----------|----------|----------|----------|----------|
| ¾"   | \$6.78   | \$6.78   | \$6.78   | \$6.78   | \$ 6.78  |
| 1"   | \$6.78   | \$6.78   | \$6.78   | \$ 6.78  | \$ 6.78  |
| 1-½" | \$20.35  | \$20.35  | \$20.35  | \$20.35  | \$20.35  |
| 2"   | \$33.92  | \$33.92  | \$33.92  | \$33.92  | \$33.92  |
| 3"   | \$67.85  | \$67.85  | \$67.85  | \$67.85  | \$67.85  |
| 4"   | \$101.77 | \$101.77 | \$101.77 | \$101.77 | \$101.77 |
| 6"   | \$203.54 | \$203.54 | \$203.54 | \$203.54 | \$203.54 |
| 8"   | \$339.24 | \$339.24 | \$339.24 | \$339.24 | \$339.24 |
| 10"  | \$508.86 | \$508.86 | \$508.86 | \$508.86 | \$508.86 |
| 12"  | \$949.86 | \$949.86 | \$949.86 | \$949.86 | \$949.86 |

**PROPOSED: Monthly Service Charges: 9.5% per year**

**Meter Size**

|      |            |            |            |            |            |
|------|------------|------------|------------|------------|------------|
| ¾"   | \$7.43     | \$8.14     | \$8.91     | \$9.75     | \$ 10.68   |
| 1"   | \$7.43     | \$8.14     | \$8.91     | \$ 9.75    | \$ 10.68   |
| 1-½" | \$22.29    | \$24.41    | \$26.72    | \$29.26    | \$32.04    |
| 2"   | \$37.15    | \$40.68    | \$44.54    | \$48.77    | \$53.40    |
| 3"   | \$74.29    | \$81.35    | \$89.08    | \$97.54    | \$106.81   |
| 4"   | \$111.44   | \$122.03   | \$133.62   | \$146.31   | \$160.21   |
| 6"   | \$222.88   | \$244.05   | \$267.24   | \$292.62   | \$320.42   |
| 8"   | \$371.46   | \$406.75   | \$445.40   | \$487.71   | \$534.04   |
| 10"  | \$557.20   | \$610.13   | \$668.09   | \$731.56   | \$801.06   |
| 12"  | \$1,040.10 | \$1,138.91 | \$1,247.11 | \$1,365.58 | \$1,495.31 |

**Sewer Rate Table:**     [CURRENT:](#)

Rates per 1,000 gallons or portions thereof:

| <b>Use</b>  | <b>Location</b>     | <b>10/01/17</b> | <b>10/01/18</b> | <b>10/01/19</b> | <b>10/01/20</b> | <b>10/01/21</b> |
|-------------|---------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Residential | Inside City Limits  | \$4.22          | \$4.43          | \$4.65          | \$4.88          | \$5.13          |
| Residential | Outside City Limits | \$6.06          | \$6.36          | \$6.68          | \$7.02          | \$7.37          |
| Commercial  | Inside City Limits  | \$4.22          | \$4.43          | \$4.65          | \$4.88          | \$5.13          |
| Commercial  | Outside City Limits | \$6.06          | \$6.36          | \$6.68          | \$7.02          | \$7.37          |
| Industrial  | Inside City Limits  | \$4.22          | \$4.43          | \$4.65          | \$4.88          | \$5.13          |
| Industrial  | Outside City Limits | \$6.06          | \$6.36          | \$6.68          | \$7.02          | \$7.37          |

[PROPOSED:](#)

| <b>Use</b>  | <b>Location</b>     | <b>6/01/24</b> | <b>6/01/25</b> | <b>6/01/26</b> | <b>6/01/27</b> | <b>6/01/28</b> |
|-------------|---------------------|----------------|----------------|----------------|----------------|----------------|
| Residential | Inside City Limits  | \$5.28         | \$5.44         | \$5.60         | \$5.77         | \$5.94         |
| Residential | Outside City Limits | \$7.59         | \$7.82         | \$8.05         | \$8.29         | \$8.54         |
| Commercial  | Inside City Limits  | \$5.28         | \$5.44         | \$5.60         | \$5.77         | \$5.94         |
| Commercial  | Outside City Limits | \$7.59         | \$7.82         | \$8.05         | \$8.29         | \$8.54         |
| Industrial  | Inside City Limits  | \$5.28         | \$5.44         | \$5.60         | \$5.77         | \$5.94         |
| Industrial  | Outside City Limits | \$7.59         | \$7.82         | \$8.05         | \$8.29         | \$8.54         |

**CURRENT: Monthly Service Charges:**

**Meter Size**

|      |            |            |            |            |            |
|------|------------|------------|------------|------------|------------|
| ¾"   | \$7.74     | \$8.13     | \$8.53     | \$8.96     | \$9.41     |
| 1"   | \$7.74     | \$8.13     | \$8.53     | \$8.96     | \$9.41     |
| 1-½" | \$23.22    | \$24.38    | \$25.60    | \$26.88    | \$28.23    |
| 2"   | \$38.71    | \$40.64    | \$42.67    | \$44.81    | \$47.05    |
| 3"   | \$77.41    | \$81.28    | \$85.35    | \$89.61    | \$94.09    |
| 4"   | \$116.12   | \$121.92   | \$128.02   | \$134.42   | \$141.14   |
| 6"   | \$232.24   | \$243.85   | \$256.04   | \$268.84   | \$282.28   |
| 8"   | \$387.06   | \$406.41   | \$426.73   | \$448.07   | \$470.47   |
| 10"  | \$580.59   | \$609.62   | \$640.10   | \$672.11   | \$705.71   |
| 12"  | \$1,083.77 | \$1,137.96 | \$1,194.85 | \$1,254.60 | \$1,317.33 |

**PROPOSED: Monthly Service Charges: 3% per year**

**Meter Size**

|      |            |            |            |            |            |
|------|------------|------------|------------|------------|------------|
| ¾"   | \$9.69     | \$9.98     | \$10.28    | \$10.59    | \$10.91    |
| 1"   | \$9.69     | \$9.98     | \$10.28    | \$10.59    | \$10.91    |
| 1-½" | \$29.08    | \$29.95    | \$30.85    | \$31.77    | \$32.72    |
| 2"   | \$48.46    | \$49.91    | \$51.41    | \$52.95    | \$54.54    |
| 3"   | \$96.92    | \$99.83    | \$102.82   | \$105.90   | \$109.08   |
| 4"   | \$145.38   | \$149.74   | \$154.23   | \$158.86   | \$163.62   |
| 6"   | \$290.75   | \$299.48   | \$308.46   | \$317.71   | \$327.24   |
| 8"   | \$484.59   | \$499.13   | \$514.10   | \$529.52   | \$545.41   |
| 10"  | \$726.88   | \$748.69   | \$771.15   | \$794.28   | \$818.11   |
| 12"  | \$1,356.85 | \$1,397.55 | \$1,439.48 | \$1,482.66 | \$1,527.14 |

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**