

City Council Regular Meeting
Monday, January 19, 2026 6:00 PM
Columbus Community Building/Community Room
2500 14 Street
Columbus, NE 68601

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

{{Name: Agenda Item Name}}

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

...4-1407. Act, how cited.

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

Source: Laws 2004, LB 821, § 34.

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

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

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

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

Annotations

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

84-1409. Terms, defined.

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

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

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

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

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

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

Annotations

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

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

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

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

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

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

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

(c) Investigative proceedings regarding allegations of criminal misconduct;

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

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

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

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

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

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

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

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

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

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

Annotations

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

(1983).

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

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

(1)(a) Except as provided in subsection (9) of this section, each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

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

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

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

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

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

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

(C) Posting written notice in three conspicuous public places in such city, village, or district.

Such notice shall be posted by the public body in the same three places for each meeting.

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

(iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public body shall (A) post such notice on its website, if available, (B) request the newspaper submit a post on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting pursuant to subdivision (1)(b)(iv)(A) and (C) of this section and a written record of the request to the newspaper pursuant to subdivision (1)(b)(iv)(B) of this section. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

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

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

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

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

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Laws 2022, LB908, § 1; Laws 2022, LB922, § 13; Laws 2024, LB287, § 74;
Laws 2024, LB399, § 4; Laws 2024, LB1370, § 8; Laws 2025, LB521, § 82.

Operative Date: May 31, 2025

Cross References

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

Annotations

- Under subsection (1) of this section, the Legislature has imposed only two conditions on the public body's notification method of a public meeting: (1) It must give reasonable advance publicized notice of the time and place of each meeting and (2) it must be recorded in the public body's minutes. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- An emergency is "(a)ny event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition." *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).
- An agenda which gives reasonable notice of the matters to be considered at a meeting of a city council complies with the requirements of this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- When notice is required, a notice of a special meeting of a city council posted in three public places at 10:00 p.m. on the day preceding the meeting is not reasonable advance publicized notice of a meeting as is required by this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).
- Teacher waived right to object to lack of public notice in board of education employment hearing by voluntary participation in the hearing without objection. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).
- A county board of commissioners and a county board of equalization are not required to give separate notices when the notice states only the time and place that the boards meet and directs a citizen to where the agendas for each board can be found. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- A county board of equalization is a public body which is required to give advanced publicized notice of its meetings. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Notice of recessed and reconvened meetings must be given in the same fashion as the original meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- True notice of a meeting is not given by burying such in the minutes of a prior board proceeding. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- An agenda notice which merely stated "work order reports" was an inadequate notice under this section because it did not give interested persons knowledge that plans for a 345 kv transmission line through the district was going to be discussed and voted upon at the meeting. Inadequate agenda notice under this section meant there was a substantial

violation of the public meeting laws; however, later actions by the board of directors cured the defects in notice, and such actions were in substantial compliance with the statute. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Annotations

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

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

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

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

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

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

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

(6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available

on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

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

Annotations

- Under prior law, if a person present at a meeting observes and fails to object to an alleged public meetings laws violation in the form of a failure to conduct rollcall votes before taking actions on questions or motions pending, that person waives his or her right to object at a later date. *Hauser v. Nebraska Police Stds. Adv. Council*, 264 Neb. 944, 653 N.W.2d 240 (2002).
- Subsection (2) of this section does not require the record to state that the vote was by roll call, but requires only that the record show if and how each member voted. Neither does the statute set a time limit for recording the results of a vote, after which no corrections of the record can be made. If no intervening rights of third persons have arisen, a board of county commissioners has power to correct the record of the proceedings had at a previous meeting so as to make them speak the truth, particularly where the correction supplies some omitted fact or action and is done not to contradict or change the original record but to have the record show that a certain action was taken or thing done, which the original record fails to show. *State ex rel. Schuler v. Dunbar*, 214 Neb. 85, 333 N.W.2d 652 (1983).
- Failure by a public governing body, as defined under section 84-1409, R.R.S.1943, to take and record a roll call vote on an action, as required by section 84-1413(2), R.S.Supp.,1980, grants any citizen the right to sue for the purpose of having the action declared void. In this case such failure could not be later corrected by a nunc pro tunc order because there was no showing that a roll call vote on the disputed action was actually taken, and even if it was the record showed it was not recorded until over a year later. Sections 23-1301, R.R.S.1943, and 23-1302, R.R.S.1943, make it the duty of the county clerk to record proceedings of the board of county commissioners. *State ex rel. Schuler v. Dunbar*, 208 Neb. 69, 302 N.W.2d 674 (1981).
- There is no requirement that a public body make a record of where notice was published or posted. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

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

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

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

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

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

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

Annotations

- The Legislature has granted standing to a broad scope of its citizens for the very limited purpose of challenging meetings allegedly in violation of the Open Meetings Act, so that they may help police the public policy embodied by the act. *Schauer v. Grooms*, 280 Neb. 426, 786 N.W.2d 909 (2010).
- Any citizen of the state may commence an action to declare a public body's action void. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- The reading of ordinances constitutes a formal action under subsection (1) of this section. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).
- If a person present at a meeting observes a public meetings law violation in the form of an improper closed session and fails to object, that person waives his or her right to object at a later date. *Wasikowski v. Nebraska Quality Jobs Bd.*, 264 Neb. 403, 648 N.W.2d 756 (2002).
- Under the Public Meetings Act, a county lacks capacity to maintain an action to declare its official conduct "void" for noncompliance with the act. *County of York v. Johnson*, 230 Neb. 403, 432 N.W.2d 215 (1988).
- When a petitioner under this section is successful in the district court, that court may allow attorney fees. *Tracy Corp. II v. Nebraska Pub. Serv. Comm.*, 218 Neb. 900, 360 N.W.2d 485 (1984).
- Informal discussions between the Tax Commissioner and the State Board of Equalization in which instructions were clarified, with such clarification leading to the amendment of hearing notices, did not constitute a public meeting subject to the provisions of this section. *Box Butte County v. State Board of Equalization and Assessment*, 206 Neb. 696, 295 N.W.2d 670 (1980).
- The right to collaterally attack an order made in contravention of the Public Meeting Act must occur within a period of one year as is specifically provided by this section. *Witt v. School District No. 70*, 202 Neb. 63, 273 N.W.2d 669 (1979).
- Statutory change, requiring "publicized notice" for board of education employment hearings, occurring between dates meeting scheduled and conducted, held not to void

proceedings. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).

- Voiding an entire meeting is a proper remedy for violations of the Open Meetings Act. Once a meeting has been declared void pursuant to Nebraska's public meetings law, board members are prohibited from considering any information obtained at the illegal meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).
- Actions by the board of directors were merely voidable under this section, and not void. Pursuant to subsection (3) of this section, the plaintiffs were awarded partial attorney fees because they were successful in having the court declare that the board of directors was in substantial violation of the statute, even though the plaintiffs did not get the relief requested of having the board's actions declared void. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).

2. PRAYER

3. NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

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

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

PROCEEDINGS OF CITY COUNCIL
January 5, 2026

A regular meeting of the mayor and council of the City of Columbus, Nebraska, was convened in open and public session on January 5, 2026, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 Street, Columbus, Nebraska. Notice of this meeting was given in advance thereof by publication in the Columbus Telegram on December 31, 2025, with a copy of the proof of publication being on file in the office of the city clerk. Notice of this meeting was given simultaneously to the mayor and members of the city council, with a copy of the acknowledgment of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT:** Mayor Bulkley announced that a copy of the Open Meetings Act is posted in the meeting room. Present were Mayor James Bulkley and Council Members Cynthia Alarcón, Charlie Bahr, Troy Hiemer, Rich Jablonski, Kat Lopez, AJ Palensky, Prent Roth, and Ron Schilling. City staff members included City Administrator Tara Vasicek, City Attorney Neal Valorz, City Clerk Shuraya Choat, City Engineer Rick Bogus, Police Chief Bret Strecker, Public Works Director Chuck Sliva, Director of General Services Betsy Eckhardt, Assistant City Engineer Braden Labenz, Park and Recreation Director Sydney Mroczek, and Communications Manager Matt Lindberg.
2. **PRAYER:** Hiemer led in prayer.
3. **NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE:** The National Anthem was played and the Pledge of Allegiance was recited.
4. **CONSENT AGENDA:** The following items are considered to be routine by the city council and will be enacted by one motion. There will be no separate discussion of these items unless a city council member or citizen so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda. The items on the consent agenda were approved as presented with a motion by Hiemer and a second by Schilling. Alarcón, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 4.A. **Minutes of December 15, 2025, City Council meeting.**
 - 4.B. **Minutes of December 16, 2025, Civil Service Commission meeting certifying police officer candidates Moses Snyder, Luis Rocha, and Liberty Baker.**
 - 4.C. **Resolution No. R26-01 approving Memorandum of Understanding with Central Community College-Columbus for placement of signs on Lost Creek Parkway west of 48th Avenue and east of 33rd Avenue.** Resolution No. R26-01 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE MEMORANDUM OF UNDERSTANDING WITH CENTRAL COMMUNITY COLLEGE-

COLUMBUS TO COORDINATE THE FABRICATION, INSTALLATION, MAINTENANCE, AND LIABILITY OF TWO DIRECTIONAL TRAFFIC SIGNS ON LOST CREEK PARKWAY; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

4.D. Payroll and bills on file. B=Bnd Pymnts; CP=Capt'l Proj; E=Expns; G=Grnts; I=Insrnc; L=Lic; M=Mbrshp; P=Pyemt; R=Rfnd; RT=Rent; S=Srcv & Supp; T=Trng. 1/2/26 payroll 918,089.46; 1/2/26 quarterly payroll 5,710.47; 1/16/26 payroll 931,202.63; Ace Hdwr 801.57 S; Adv Auto 83.69 S; H Aldrich 158.00 E; All Star Auto 820.00 S; Allo 135.50 S; Altec 205.04 S; Amer Legal 20.00 S; AOI 1,261.05 S; Arnold Mtr Sup 2,410.15 S; ASCAP 458.00 S; AT&T Mblty 600.62 S; AT&T Mblty-CC 1,577.90 S; Auxiant 208,459.07 I; Axon Ent 4,500.00 S; Baumbox Toolboxes 2,185.00 S; Bergankdv LLC 25,000.00 S; E Bice 273.00 E; Blackstone Pub 143.94 S; Blackstrap 5,823.50 S; Blue360 Media 205.53 S; R Bogus 326.22 S; Bomgaars 1,497.28 CP; Bound Tree Med 4,629.56 S; Burns & McDonnell 11,400.00 CP; Casey's Mail Serv 170.10 S; CBS Rprting Serv 60.00 M; Cellebrite 5,700.69 S; Cherry Crk Plz 15,000.00 G; Chesterman 162.26 S; Chrome N' Steel 180.00 S; Civic Plus 11,285.33 S; CmmnwltH Elctr 723.35 S; Continental Rsrch 4,284.91 S; Creative Sites 2,805.00 CP; Culligan 150.00 S; D Johnson Trckng 2,543.52 S; DAS St Acctng 1,663.99 S; Dell 759.72 S; Digitech 228.77 S; D Dubsky 21.00 P; Eakes 1,581.29 S; Ed M Feld 625.00 CP; Elect Eng 65.69 S; E Jimenez Lopez 53.90 P; Forte 26,112.00 S; Front Line 460.00 S; Galls 4,419.00 S; Gehring Const 7,694.30 S; Gene Stffy 1,267.60 S; Gerhold Cncrt 241.49 S; Grl Scouts Spirit of NE 46.31 R; Godfathers 120.98 S; Graduate-Lncln 244.00 S; Grt Plns Bldg Sup 146.06 S; Grt Plns Comm 209.95 S; Grt Plns Uniforms 2,556.00 S; Hach 241.05 S; Hawkins 4,390.77 S; HD Sup 373.61 S; HDR 23,019.37 CP; HOA 1,656.94 S; Hmtwn Lsng 708.59 S; Hotsy Equip 367.95 S; Ingram Lbry 1,625.37 S; Jackson Serv 2,258.31 S; J Deere Fin 908.95 S; Johnson Floor 100.00 S; Jones Auto 140.00 S; K Herman Develop 600,000.00 P; Kelly Sup 443.40 S; Kirkham Michael 1,140.00 CP; Koch Excvtng 9,616.98 CP; B Labenz 143.12 E; Lcal Equip 4,126.17 S; Lamar 695.00 S; LARM 1,000.00 P; Lncln Wnwtr Wrks 4,310.96 S; S Lindberg 55.00 R; Logan Cont 270.88 S; Loup 25.00 S; Lynn Pvy 118.61 S; Macqueen Equip 1,797.50 CP; Malloy Elctr 577.77 S; Master Tech 1,763.01 S; Matheson-Lnwld 201.41 S; C Mattan 2.80 P; McMaster-Carr 235.39 S; Menards 1,591.86 S; Mid-State Eng 1,100.00 CP; Mdwst Fence 12,125.00 S; Mdwst Serv 4,222.50 S; Motion Ind 87.85 S; Mun Sup 1,044.30 S; NAPA 1,178.06 S; NE Dept of Trnsprtn 1,678.11 R; NE Law Enfrcmnt 1,892.00 T; NE Library Comm 664.50 S; NE Pub Hlth 640.00 S; Newman Sgns 414.81 S; NE NE Econ Dev 71.25 S; NW Elect 2,579.14 S; NoSwett Fncng 4,728.33 S; Obert Lcksmth 98.00 S; Occptl Hlth 47.00 S; O'Reilly 293.56 S; Pete Lien 7,668.80 S; Petty Cash 98.60 S; D Pilar 195.50 P; Pitney Bowes 571.66 S; Platte Vlly Humane Soc 21,000.00 P; Polydyne 3,956.00 S; Power Tech 700.00 S; Prestox 152.32 S; Quadiant 1,000.00 S; RR Mngmnt 458.76 S; Reardon Lawn 166.64 S; Rvr Vlly Tire 15.00 S; Rvrsd Prtbls 110.00 S; Road

PROCEEDINGS OF CITY COUNCIL

January 5, 2026

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Bldrs Mach 2,671.55 S; A Ross 44.63 R; R Schmid 165.00 R; Srvcmstr by Shevlin 1,400.00 S; Shevlin Sup 427.66 S; Shirts R Us 1,013.00 S; Sparqdata 4,250.00 S; Stryker 5,169.30 CP; Spr Svr 50.66 S; The Filter Shop 425.88 S; The Golf Shop 431.42 S; Tire Outlet 1,088.00 S; Titan Mach 17,198.85 CP; TK Elevator 272.17 S; Tritech Frnscls 222.40 S; Truck Cntr 177.90 S; Utilities Sect 75.00 T; J Van Iperen 110.00 R; C Wagner 96.00 S; Wemhoff Rfg 933.50 S; L Wheatley 25.20 P; White Cap 287.82 S; Winsupply 293.00 S; Ziegler Oil 11,499.00 CP; J Zulkoski 98.00 P. Total \$3,000,848.79.

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. **Application from American Heart Association for a special designated liquor license at 4174 63 Avenue from 5 p.m. to 10:59 p.m., February 26, 2026, for a fundraiser.** The application from American Heart Association for a special designated liquor license was approved with a motion by Lopez and a second by Roth. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 13.B. **Quote from Provantage in the amount of \$24,570 for 18 desktop computers and equipment for various departments.** The quote from Provantage for desktop computers and equipment was accepted with a motion by Alarcòn and a second by Bahr. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 13.C. **Quote from Northwest Electric, LLC in the amount of \$10,595.90 for repairs to zero-depth pool motor at Pawnee Plunge.** The quote from Northwest Electric, LLC for pool motor repairs was accepted with a motion by Bahr and a second by Lopez. Alarcòn, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 13.D. **Comments from mayor and city council members.** Bahr stated that the annual Paws & Claws Adoption Center fundraiser will be held January 22nd from 10 a.m. to 1 p.m. and invited everyone to attend.
14. **RESOLUTIONS:** None
15. **ORDINANCES ON FIRST READING**

PROCEEDINGS OF CITY COUNCIL

January 5, 2026

Page 4

- 15.A. Ordinance No. 26-01 approving purchase agreement with Steve Lloyd's Rentals LLC in the amount of \$67,500 for city-owned property described as Lots 6 and 7, Block 117, Original City of Columbus, Platte County, Nebraska (north side of 10th Street between 24th and 25th Avenues).** The rules were suspended and Ordinance No. 26-01 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A PURCHASE AGREEMENT WITH STEVE LLOYD'S RENTALS, LLC, WHEREIN THE CITY WILL SELL LAND OWNED LOCATED IN BLOCK 117 OF THE ORIGINAL CITY OF COLUMBUS, MORE PARTICULARLY DESCRIBED HEREIN, FOR A TOTAL PRICE OF \$67,500; A COPY OF WHICH IS ATTACHED HERETO; AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF COLUMBUS was read by number only with at motion by Bahr and a second by Palensky. Alarcón, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 26-01 was adopted with a motion by Bahr and a second by Schilling. Alarcón, Bahr, Hiemer, Jablonski, Lopez, Palensky, Roth, and Schilling voted "Aye" and none voted "Nay".
- 16. ORDINANCES ON SECOND READING:** None
- 17. ORDINANCES ON THIRD READING:** None
- 18. CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda.
- 19. UNFINISHED BUSINESS:** None
- 20. ADJOURNMENT:** The meeting adjourned at 6:10 p.m.

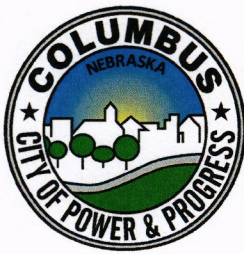
Presented and approved this 19th day of January 2026.

OFFICE OF THE CITY CLERK

: Shuraya Choat

4.B. Change the date of the second meeting in February 2026 to Tuesday, February 17, 2026, at 6 p.m. due to President's Day.

4.C. Reappointment of Barbara Duffy and Brett Rains to the Business Improvement Board for three-year terms.



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

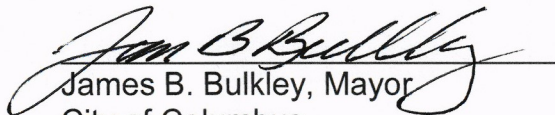
MEMORANDUM

DATE: January 12, 2026
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Reappointments

With your permission, I wish to submit the following names to you for reappointment at the January 19, 2026, City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for someone who is reappointed to the same or similar position.

BUSINESS IMPROVEMENT BOARD (3-Year Terms)

Barbara Duffy
Brett Rains


James B. Bulkley, Mayor
City of Columbus

4.D. Resolution No. R26-02 approving request of Antique Tractor and Gas Engines Show to camp overnight in Pawnee Park, Friday and Saturday, June 12 and 13, 2026. (Board of Parks Commissioners recommends approval.)

RESOLUTION NO. R26-02

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING USE OF PAWNEE PARK TO CAMP OVERNIGHT ON JUNE 12 AND 13, 2026, FOR THE ANTIQUE TRACTOR AND GAS ENGINES SHOW.

WHEREAS, the City of Columbus has received a request from Antique Tractor and Gas Engines Show to camp overnight on June 12 and 13, 2026, in Pawnee Park; and

WHEREAS, the Columbus Board of Parks Commissioners have recommended approval of the overnight event as permitted by City Code.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the request of from Antique Tractor and Gas Engines Show to camp overnight on June 12 and 13, 2026, in Pawnee Park is approved.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

4.E. Resolution No. R26-03 approving agreement with Mike's Towing for towing services.

RESOLUTION NO. R26-03

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH MIKE'S TOWING FOR TOWING SERVICES FROM FEBRUARY 1, 2026, THROUGH JANUARY 31, 2027, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

WHEREAS, from time to time the Columbus Police Department is authorized to have various motor vehicles removed for being in violation of Municipal and State regulations governing; and,

WHEREAS, Mike's Towing is willing to perform towing services as needed for the Columbus Police Department; and

WHEREAS, a copy of the Towing Services Agreement is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Mike's Towing for towing services from February 1, 2026, through January 31, 2027, a copy of which is attached hereto and incorporated herein by this reference, is approved; and, the Mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TOWING SERVICES AGREEMENT

THIS AGREEMENT FOR TOWING SERVICES (herein referred to as the "Agreement") is made as of the dates set forth below, by and between Mike's Towing, a business organized in the State of Nebraska (herein referred to as "Contractor") and The City of Columbus, Nebraska, a municipal corporation in the State of Nebraska (herein referred to as "City").

WHEREAS, on streets and other property within the City limits of the City of Columbus there are various motor vehicles which the Columbus Police Department is authorized to remove for being in violation of Municipal and State regulations governing: stopping, standing, or parking; recovery stolen vehicles; vehicles to be held for investigation or safekeeping (except those vehicles held for safekeeping which by been involved in an accident); vehicles illegally parked on private property; and, any other vehicle when it is necessary for the public health and safety and general good order of the City to have said vehicles removed; and

WHEREAS, Contractor represents that it is desirous of and capable of removing such vehicles when so requested by the City.

NOW, THEREFORE, based on the above premises and the mutual covenants hereinafter set forth below, it is agreed between City and Contractor as follows:

1. **Term of Agreement:** This Agreement shall be in effect for twelve (12) calendar months from February 1, 2026, through January 31, 2027.
2. **General Services to be Provided by Contractor:** The Contract shall provide the following services:
 - a. Contractor shall tow vehicles as designated by order of the City. The designated vehicle(s) shall be towed to an authorized vehicle impound facility/lot, pursuant to applicable state statute and/or city ordinance.
 - b. Contractor shall tow vehicles designated by and at the direction of the Columbus Police Department.
 - c. Areas to be serviced:
 - i. Within the City limits; and
 - ii. On occasion, outside the City limits as City may designate.
3. **Contractor's Obligations:** In carrying out the terms of this Agreement, Contractor shall:
 - a. Remove and tow, in a safe and practical manner, all designated vehicles within thirty (30) minutes notification by City.
 - b. Remove, in a safe and practical manner, all debris and fluid spills from the roadway from the damaged vehicles.
 - c. Keep and maintain in a safe and good operating order the following tow trucks:
 - i. A light-duty tow truck; and
 - ii. A medium-duty tow truck / flatbed truck; and
 - iii. A heavy-duty tow truck (capable of servicing a semi-tractor/trailer).
 - d. Provide no later than January 31st of each year proof and paperwork for all tow trucks of a yearly Nebraska Department of Transportation inspection by a certified DOT inspector

- (examples of whom are: Freightliner, Kenworth, Nebraska State Patrol, etc.). Copies of the inspection paperwork shall be furnished to the Columbus Police Department.
- e. Require all operators of a light-duty tow truck to be trained and certified, from an accredited training program, as to a two (2) or three (3) wreck master.
 - f. Require all operators of a heavy-duty tow truck to:
 - i. Hold a Class A CDL; and
 - ii. Have a current DOT physical card; and
 - iii. From an accredited training program, hold at least a four (4) or five (5) certification.
 - g. Require all tow truck operators to wear a Class 2 safety vest when performing the services of the Agreement.
 - h. Equip all tow trucks with, at a minimum, the following:
 - i. A power winch; and
 - ii. A two-way communication (either radio or cellular phone); and
 - iii. A ten-pound dry powder fire extinguisher; and
 - iv. A motorcycle sling; and
 - v. An air-take to inflate tires.
 - i. Have necessary dollies and/or flatbed equipment available when the use of this equipment is necessary to tow or remove a vehicle. Failure to have such equipment will result in loss of turn in rotation and a No-Tow.
 - j. Make all tow trucks and equipment available for inspection by an authorized representative of the City with forty-eight (48) hour notice.
 - k. Tow all vehicles designated by the City to the appropriate vehicle impound lot, whether that by a City Impound lot or a private impound lot.
 - l. Maintain a secure storage lot within the City limits which conforms to City Code and Zoning Regulations.
 - m. Collect all fees associated with the towing and storage of the vehicles that are stored to their storage area directly from the car owner. City shall not be held responsible for the collection of said fees and in no way is required to collect such fees on behalf of Contractor.
 - n. Carry and maintain at all times the following insurance:
 - i. Motor vehicle liability insurance and commercial general liability insurance in the amount of not less than \$1,000,000 (One Million Dollars) for each instance, combine single limit bodily injury/property damage; \$100,000 (One Hundred Thousand Dollars) for on-hook coverage; with a \$1,000 (One Thousand Dollar) deductible. The commercial general liability insurance shall include completed operations and blank contractual coverages and shall be on the 'occurrence' rather than the 'claims made' form. City shall be listed as an additional insured in the commercial general liability certificate, and evidence of such shall be supplied to the City upon demand at any time. Such insurance policy(ies) shall fully protect City and shall indemnify and hold City harmless for any and all suits, judgments, exaction, executions, and liabilities as to personal injury or property damage, or loss in anyway connected with or relating to or growing out of the performance by the Contractor under this Agreement.
 - ii. Worker compensation insurance in in the amount of not less than \$100,000 (One Hundred Thousand Dollars) with a maximum deductible of \$1,000 (One Thousand Dollars).
 - o. Enroll in the random drug/alcohol screening program at Columbus Community Hospital Occupational Health.
 - p. Provide City with a list of all drivers covered under its insurance.

- q. Enroll its drivers into a random drug/alcohol screening program and CCH and provide City evidence of such upon request.
4. **No-Tow**: From time to time Contractor will dispatch equipment in response to notification by City and upon its arrival the services of the tow vehicle will not be necessary. If the owner/legal custodian claims the vehicle prior to the arrival of the tow truck, a No Tow will be verified by the police officer at the scene. However, once the vehicle has been attached to the tow truck, a No-Tow cannot be classified, and the vehicle will be towed to the appropriate impound/ storage facility.
5. **Vehicle Owner / Legal Custodian's Request**: The Agreement in no way restricts the vehicle's owner/legal custodian for selecting a tow company/service of their own choosing. Any fees arising from the vehicle's owner/legal custodian selection become the responsibility of that person and the tow company selected.
6. **Compensation**: Compensation for Contractor shall be as follows:
- a. Contractor may only charge City for services rendered in connection with the tow-in of vehicles designated by City to the City Impound Lot. Contractor shall provide the on-scene City Police Officer with a copy of the tow bill, and the Contractor will submit an invoice to the Police Department prior to the tenth (10th) day of each month for all vehicles towed during the previous calendar month in accordance with the terms specified herein.
 - i. The invoice shall set forth the following information concerning each tow, the:
 - 1. Date and time of the tow; and
 - 2. Tow origination address; and
 - 3. Make, mode, color, and license plate of the vehicle towed; and
 - 4. Name of the officer authorizing the tow; and
 - 5. Tow amount.
 - b. Except as set for in paragraph 6(a), Contractor is responsible for collecting all fees for towing services directly from the owner or operator of the vehicle towed. City shall not be responsible to pay Contractor any additional consideration.
 - c. The Schedule of Rates/Fees shall be as follows (and Contractor will not collect towing fees in excess of those specified herein):
 - i. Passenger Cars, Small Trucks (licensed for four (4) tons or less), Small Trailers (semi-trailers / horse trailers excluded), Motorcycles, and Other Vehicles (snowmobiles, boats on trailers, ATVs, UTVs, etc.): \$150 (One Hundred and Fifty Dollars).
 - ii. Straight Trucks (licensed over four (4) tons): \$350 (Three Hundred and Fifty Dollars).
 - iii. Over-Sized Vehicles: Because of the complexity involved with this type of vehicle, no requirement to provide tow services is placed on the parties of this Agreement.
 - iv. Extraordinary Conditions: Whenever such circumstances exist which to prohibit Contractor from towing any vehicle in the usual and customary fashion, then, upon authorization from the ranking police officer on-scene, Contractor may utilize such additional resources as may be necessary to successfully accomplish the tow without undue damage to either Contractor's equipment or the vehicle being towed; Contractor may charge for extraordinary conditions (which may be in addition to the standard fee for such vehicle) and said amount shall depend upon the additional work involved and resources used.

v. No-Tow: No charge allowed.

7. **Independent Contractor:** Contractor acknowledges and agrees that for the purpose of this Agreement Contractor is considered an independent contractor and is not an employee or agent of the City. Contractor further agrees that neither it nor its employees or agents shall be entitled to receive any fringe benefits of any kind offered by the City. Contractor shall be solely responsible for supervision, compensation, and/or reimbursement of its own employees and agents. Contractor shall be solely responsible and liable for any action or neglect or damages on the part of the Contractor, its employee's, or its agents, which operating under the terms of this Agreement, and it shall indemnify and hold the City harmless to the same. Contractor does not have, and shall not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of or in the name of City. Contractor shall indemnify and hold harmless the City and its officials, employees, agents, and representatives from any claims arising from any action taken by Contractor or its employees in regards to this Agreement.
8. **Notices:** The Parties expressly agree for the purposes of notice, including legal service of process during the term of this Agreement and for the period of any applicable statutes of limitations thereafter, for the following named individuals shall be the authorized representatives of the parties:

If sent to City, to:	If sent to Contractor, to:
City of Columbus Attn: Police Chief PO Box 1677 Columbus, NE 68602	Mike's Towing Attn: Ryan Fleming _____ 3333 48th Street Columbus, NE 68601
and	
City of Columbus Attn: City Administrator PO Box 1677 Columbus, NE 68602	

Or such other representative at such address as either Party may designate from time to time by written notice to the other Party in accordance with this Paragraph.

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

9. **Termination of Agreement:** Either party may terminate the Agreement upon notice to the other as follows:
- a. **For Cause:** Either party shall have the right to terminate this Agreement, for cause, upon seven (7) days' written notice to the other party. Any such notice shall specify the cause upon which it is based. The alleged breaching party shall have seven (7) days to cure the cause specified in the notice of termination. It is understood and agreed by the parties that

“cause” for termination subject to notice and cure under this paragraph includes material breach by either party of any of its obligations under this Agreement.

- b. **Without Cause**: Either party may terminate the Agreement without cause and for any reason with thirty (30) days' written notice to the other party.

10. **Non-Exclusive Arrangement**: The parties understand and agree that this is not an exclusive arrangement, and that the City may secure and use towing services from other tow companies.
11. **Authorization**: Contractor's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by the Contractor and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the Contractor, with any law, regulation, or court order that is applicable to the Contractor in any way.
12. **Waiver**: Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provisions shall remain in full force and effect.
13. **Modification**: No amendment, waiver, change, modification or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by both parties.
14. **Assignment**: The parties hereto agree that neither shall assign this Agreement or the rights or obligations created thereby to any other person or party without the written permission of the other party to this Agreement.
15. **Binding Effect**: This Agreement shall be binding upon and be enforceable against the parties and their respective heirs, successors and assigns. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.
16. **Severability**: If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.
17. **Governing Law**: This Agreement shall be subject to and governed according to the law of the state of Nebraska.
18. **Singulars / Plurals / Context**: Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include all genders. When not inconsistent with the context, words used in the present tense include the future. The words “shall” and “will” are mandatory, and the word “may” is permissive.
19. **Caption Headings**: Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.
20. **Full Integration**: This is a fully integrated Agreement and supersedes any and all prior Agreements, whether oral or written, between the parties; and, this Agreement and embodies a full and complete understanding of the parties.

21. **Faxed/Scanned Signatures/Multiple Counterparts:** This Lease may be executed in multiple counterparts with faxed or scanned signatures, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement below to be effective as written above:

Executed this 5 day of January, 2026 by Mike's Towing:


Name: Ryan Fleming
Position: Co-Owner

Executed this _____ day of _____, 2026, by the City of Columbus, Nebraska:

James B. Bulkley
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

4.F. Resolution No. R26-04 approving agreement with Behlen Towing LLC for towing services.

DRAFT

RESOLUTION NO. R26-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AN AGREEMENT WITH BEHLEN TOWING LLC FOR TOWING SERVICES FROM FEBRUARY 1, 2026, THROUGH JANUARY 31, 2027, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS, NEBRASKA.

WHEREAS, from time to time the Columbus Police Department is authorized to have various motor vehicles removed for being in violation of Municipal and State regulations governing; and,

WHEREAS, Behlen Towing LLC is willing to perform towing services as needed for the Columbus Police Department; and

WHEREAS, a copy of the Towing Services Agreement is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Behlen Towing LLC for towing services from February 1, 2026, through January 31, 2027, a copy of which is attached hereto and incorporated herein by this reference, is approved; and, the Mayor is hereby authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TOWING SERVICES AGREEMENT

THIS AGREEMENT FOR TOWING SERVICES (herein referred to as the "Agreement") is made as of the dates set forth below, by and between Behlen Towing LLC, a limited liability company organized in the State of Nebraska (herein referred to as "Contractor") and The City of Columbus, Nebraska, a municipal corporation in the State of Nebraska (herein referred to as "City").

WHEREAS, on streets and other property within the City limits of the City of Columbus there are various motor vehicles which the Columbus Police Department is authorized to remove for being in violation of Municipal and State regulations governing: stopping, standing, or parking; recovery stolen vehicles; vehicles to be held for investigation or safekeeping (except those vehicles held for safekeeping which by been involved in an accident); vehicles illegally parked on private property; and, any other vehicle when it is necessary for the public health and safety and general good order of the City to have said vehicles removed; and

WHEREAS, Contractor represents that it is desirous of and capable of removing such vehicles when so requested by the City.

NOW, THEREFORE, based on the above premises and the mutual covenants hereinafter set forth below, it is agreed between City and Contractor as follows:

1. **Term of Agreement**: This Agreement shall be in effect for twelve (12) calendar months from February 1, 2026, through January 31, 2027.
2. **General Services to be Provided by Contractor**: The Contract shall provide the following services:
 - a. Contractor shall tow vehicles as designated by order of the City. The designated vehicle(s) shall be towed to an authorized vehicle impound facility/lot, pursuant to applicable state statute and/or city ordinance.
 - b. Contractor shall tow vehicles designated by and at the direction of the Columbus Police Department.
 - c. Areas to be serviced:
 - i. Within the City limits; and
 - ii. On occasion, outside the City limits as City may designate.
3. **Contractor's Obligations**: In carrying out the terms of this Agreement, Contractor shall:
 - a. Remove and tow, in a safe and practical manner, all designated vehicles within thirty (30) minutes notification by City.
 - b. Remove, in a safe and practical manner, all debris and fluid spills from the roadway from the damaged vehicles.
 - c. Keep and maintain in a safe and good operating order the following tow trucks:
 - i. A light-duty tow truck; and
 - ii. A medium-duty tow truck / flatbed truck; and
 - iii. A heavy-duty tow truck (capable of servicing a semi-tractor/trailer).
 - d. Provide no later than January 31st of each year proof and paperwork for all tow trucks of a yearly Nebraska Department of Transportation inspection by a certified DOT inspector

- (examples of whom are: Freightliner, Kenworth, Nebraska State Patrol, etc.). Copies of the inspection paperwork shall be furnished to the Columbus Police Department.
- e. Require all operators of a light-duty tow truck to be trained and certified, from an accredited training program, as to a two (2) or three (3) wreck master.
 - f. Require all operators of a heavy-duty tow truck to:
 - i. Hold a Class A CDL; and
 - ii. Have a current DOT physical card; and
 - iii. From an accredited training program, hold at least a four (4) or five (5) certification.
 - g. Require all tow truck operators to wear a Class 2 safety vest when performing the services of the Agreement.
 - h. Equip all tow trucks with, at a minimum, the following:
 - i. A power winch; and
 - ii. A two-way communication (either radio or cellular phone); and
 - iii. A ten-pound dry powder fire extinguisher; and
 - iv. A motorcycle sling; and
 - v. An air-take to inflate tires.
 - i. Have necessary dollies and/or flatbed equipment available when the use of this equipment is necessary to tow or remove a vehicle. Failure to have such equipment will result in loss of turn in rotation and a No-Tow.
 - j. Make all tow trucks and equipment available for inspection by an authorized representative of the City with forty-eight (48) hour notice.
 - k. Tow all vehicles designated by the City to the appropriate vehicle impound lot, whether that by a City Impound lot or a private impound lot.
 - l. Maintain a secure storage lot within the City limits which conforms to City Code and Zoning Regulations.
 - m. Collect all fees associated with the towing and storage of the vehicles that are stored to their storage area directly from the car owner. City shall not be held responsible for the collection of said fees and in no way is required to collect such fees on behalf of Contractor.
 - n. Carry and maintain at all times the following insurance:
 - i. Motor vehicle liability insurance and commercial general liability insurance in the amount of not less than \$1,000,000 (One Million Dollars) for each instance, combine single limit bodily injury/property damage; \$100,000 (One Hundred Thousand Dollars) for on-hook coverage; with a \$1,000 (One Thousand Dollar) deductible. The commercial general liability insurance shall include completed operations and blank contractual coverages and shall be on the 'occurrence' rather than the 'claims made' form. City shall be listed as an additional insured in the commercial general liability certificate, and evidence of such shall be supplied to the City upon demand at any time. Such insurance policy(ies) shall fully protect City and shall indemnify and hold City harmless for any and all suits, judgments, exaction, executions, and liabilities as to personal injury or property damage, or loss in anyway connected with or relating to or growing out of the performance by the Contractor under this Agreement.
 - ii. Worker compensation insurance in in the amount of not less than \$100,000 (One Hundred Thousand Dollars) with a maximum deductible of \$1,000 (One Thousand Dollars).
 - o. Enroll in the random drug/alcohol screening program at Columbus Community Hospital Occupational Health.
 - p. Provide City with a list of all drivers covered under its insurance.

- q. Enroll its drivers into a random drug/alcohol screening program and CCH and provide City evidence of such upon request.
- 4. **No-Tow**: From time to time Contractor will dispatch equipment in response to notification by City and upon its arrival the services of the tow vehicle will not be necessary. If the owner/legal custodian claims the vehicle prior to the arrival of the tow truck, a No Tow will be verified by the police officer at the scene. However, once the vehicle has been attached to the tow truck, a No-Tow cannot be classified, and the vehicle will be towed to the appropriate impound/ storage facility.
- 5. **Vehicle Owner / Legal Custodian's Request**: The Agreement in no way restricts the vehicle's owner/legal custodian for selecting a tow company/service of their own choosing. Any fees arising from the vehicle's owner/legal custodian selection become the responsibility of that person and the tow company selected.
- 6. **Compensation**: Compensation for Contractor shall be as follows:
 - a. Contractor may only charge City for services rendered in connection with the tow-in of vehicles designated by City to the City Impound Lot. Contractor shall provide the on-scene City Police Officer with a copy of the tow bill, and the Contractor will submit an invoice to the Police Department prior to the tenth (10th) day of each month for all vehicles towed during the previous calendar month in accordance with the terms specified herein.
 - i. The invoice shall set forth the following information concerning each tow, the:
 - 1. Date and time of the tow; and
 - 2. Tow origination address; and
 - 3. Make, mode, color, and license plate of the vehicle towed; and
 - 4. Name of the officer authorizing the tow; and
 - 5. Tow amount.
 - b. Except as set for in paragraph 6(a), Contractor is responsible for collecting all fees for towing services directly from the owner or operator of the vehicle towed. City shall not be responsible to pay Contractor any additional consideration.
 - c. The Schedule of Rates/Fees shall be as follows (and Contractor will not collect towing fees in excess of those specified herein):
 - i. Passenger Cars, Small Trucks (licensed for four (4) tons or less), Small Trailers (semi-trailers / horse trailers excluded), Motorcycles, and Other Vehicles (snowmobiles, boats on trailers, ATVs, UTVs, etc.): \$150 (One Hundred and Fifty Dollars).
 - ii. Straight Trucks (licensed over four (4) tons): \$350 (Three Hundred and Fifty Dollars).
 - iii. Over-Sized Vehicles: Because of the complexity involved with this type of vehicle, no requirement to provide tow services is placed on the parties of this Agreement.
 - iv. Extraordinary Conditions: Whenever such circumstances exist which to prohibit Contractor from towing any vehicle in the usual and customary fashion, then, upon authorization from the ranking police officer on-scene, Contractor may utilize such additional resources as may be necessary to successfully accomplish the tow without undue damage to either Contractor's equipment or the vehicle being towed; Contractor may charge for extraordinary conditions (which may be in addition to the standard fee for such vehicle) and said amount shall depend upon the additional work involved and resources used.

v. No-Tow: No charge allowed.

7. **Independent Contractor:** Contractor acknowledges and agrees that for the purpose of this Agreement Contractor is considered an independent contractor and is not an employee or agent of the City. Contractor further agrees that neither it nor its employees or agents shall be entitled to receive any fringe benefits of any kind offered by the City. Contractor shall be solely responsible for supervision, compensation, and/or reimbursement of its own employees and agents. Contractor shall be solely responsible and liable for any action or neglect or damages on the part of the Contractor, its employee's, or its agents, which operating under the terms of this Agreement, and it shall indemnify and hold the City harmless to the same. Contractor does not have, and shall not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of or in the name of City. Contractor shall indemnify and hold harmless the City and its officials, employees, agents, and representatives from any claims arising from any action taken by Contractor or its employees in regards to this Agreement.
8. **Notices:** The Parties expressly agree for the purposes of notice, including legal service of process during the term of this Agreement and for the period of any applicable statutes of limitations thereafter, for the following named individuals shall be the authorized representatives of the parties:

If sent to City, to:	If sent to Contractor, to:
City of Columbus Attn: Police Chief PO Box 1677 Columbus, NE 68602	Behlen Towing LLC Attn: Mick Smith _____ 2872 4th Avenue Columbus, NE 68601
and	
City of Columbus Attn: City Administrator PO Box 1677 Columbus, NE 68602	

Or such other representative at such address as either Party may designate from time to time by written notice to the other Party in accordance with this Paragraph.

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

9. **Termination of Agreement:** Either party may terminate the Agreement upon notice to the other as follows:
- a. **For Cause:** Either party shall have the right to terminate this Agreement, for cause, upon seven (7) days' written notice to the other party. Any such notice shall specify the cause upon which it is based. The alleged breaching party shall have seven (7) days to cure the cause specified in the notice of termination. It is understood and agreed by the parties that

“cause” for termination subject to notice and cure under this paragraph includes material breach by either party of any of its obligations under this Agreement.

b. **Without Cause**: Either party may terminate the Agreement without cause and for any reason with thirty (30) days' written notice to the other party.

10. **Non-Exclusive Arrangement**: The parties understand and agree that this is not an exclusive arrangement, and that the City may secure and use towing services from other tow companies.
11. **Authorization**: Contractor's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by the Contractor and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the Contractor, with any law, regulation, or court order that is applicable to the Contractor in any way.
12. **Waiver**: Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provisions shall remain in full force and effect.
13. **Modification**: No amendment, waiver, change, modification or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by both parties.
14. **Assignment**: The parties hereto agree that neither shall assign this Agreement or the rights or obligations created thereby to any other person or party without the written permission of the other party to this Agreement.
15. **Binding Effect**: This Agreement shall be binding upon and be enforceable against the parties and their respective heirs, successors and assigns. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.
16. **Severability**: If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.
17. **Governing Law**: This Agreement shall be subject to and governed according to the law of the state of Nebraska.
18. **Singulars / Plurals / Context**: Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include all genders. When not inconsistent with the context, words used in the present tense include the future. The words “shall” and “will” are mandatory, and the word “may” is permissive.
19. **Caption Headings**: Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.
20. **Full Integration**: This is a fully integrated Agreement and supersedes any and all prior Agreements, whether oral or written, between the parties; and, this Agreement and embodies a full and complete understanding of the parties.

21. **Faxed/Scanned Signatures/Multiple Counterparts:** This Lease may be executed in multiple counterparts with faxed or scanned signatures, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement below to be effective as written above:

Executed this 5th day of January 2021 by Behlen Towing LLC:



Name: Mick Smith
Position: Owner

Executed this _____ day of _____, 2026, by the City of Columbus, Nebraska:

James B. Bulkley
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

AVZ

City Attorney

4.G. Resolution No. R26-05 approving Lease to Hangar Aircraft with RTT Aviation LLC.
(Board of Airport Commissioners recommends approval.)

DRAFT

RESOLUTION NO. R26-05

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING LEASE TO HANGAR AIRCRAFT WITH RTT AVIATION LLC FOR HANGAR NO. 1315 AT COLUMBUS MUNICIPAL AIRPORT.

WHEREAS, the lease to hangar aircraft with RTT Aviation LLC has been reviewed and recommended by the Columbus Board of Airport Commissioners for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the lease to hangar aircraft with RTT Aviation LLC for Hangar No. 1315 at Columbus Municipal Airport, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

LEASE TO HANGAR AIRCRAFT

THIS AGREEMENT (herein referred to as either "Agreement" or "Lease") made effective as of this 1st day of January, 2026, by and between THE CITY OF COLUMBUS, a municipal corporation of the State of Nebraska, on behalf of Columbus Municipal Airport (hereinafter referred to as "City"), and RTT AVIATION LLC (hereinafter referred to as "Lessee(s)").

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. **LEASE OF HANGAR SPACE:** City hereby leases and grants to Lessee(s) the exclusive privilege of using the space in Hangar No. 1315 at Columbus Municipal Airport (herein referred to as "Hangar" or "Premises"). This Lease is being granted for the sole purpose of hangaring/storing of Lessee(s) aircraft and/or aeronautical equipment.

2. **RENTAL SUM:** Lessee(s) shall pay to City an annual sum of Two Thousand Four Hundred Dollars (\$2,400). This annual sum shall be paid either in full by December 31 of the preceding year; or, in two semi-annual installments of One Thousand Two Hundred Dollars (\$1,200), due by December 31 of the preceding year and by June 30 of the Lease year. In situations where the initial Lease is entered into after January 1, the first-year annual sum rental amount shall be prorated based on the date of execution of the Lease.
 - (A) **RENTAL SUM DISCOUNT:** Lessee(s) shall be entitled to an annual five percent (5%) discount of the annual sum if Lessee(s) submits to the airport manager at least twelve (12) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. Lessee(s) shall be entitled to an annual ten percent (10%) discount of the annual sum if Lessee(s) submits to the airport manager at least twenty-four (24) receipts for aviation fuel purchased at any airport between January 1 and December 31 of the preceding year. This discount will be capped at a maximum of ten percent (10%) annually.

 - (B) **RENTAL SUM SUBJECT TO CHANGE:** Lessee(s) hereby specifically acknowledges and agrees that upon any renewal of the Lease as provided for in Paragraph 4 of this Agreement, the annual sum and rental amounts set forth in Paragraph 2 of this Agreement may be reviewed, reevaluated, and unilaterally increased by City to a sum set forth by resolution of the Mayor and City Council. Lessee(s) further agrees that it shall pay the revised/increased annual sum and rental amounts as required in this Agreement.

3. **LEASE TERM:** The term of this Lease is for a period of one year, from January 1 through December 31. If the Lease is entered into after January 1, then the Lease term shall be from the effective date until December 31 of that year.

4. **RENEWAL OF LEASE:** This Lease may be automatically and continuously renewed in one-year increments upon both the payment of the annual rental sum for the next year and the acceptance of said payment by the City. To renew the Lease the rental sum is to be paid by Lessee(s) to City on or before the due date as set forth in Paragraph 2. If Lessee(s) fails to pay the rental sum when due, City may serve a fifteen (15) day notice to Lessee(s) to pay or vacate the Hangar. Failure to pay the rental amount within said fifteen (15) day notice period shall, without action by City, terminate the Lease.
5. **STORAGE OF AIRCRAFT AND/OR EQUIPMENT ONLY:** Lessee(s) has rented the hangar space for the purpose of storing aircraft and/or aeronautical equipment and is prohibited from conducting any other use or activity on the Premises. Additionally, Lessee(s) shall not use the Premises for any commercial activity whatsoever, including, but not limited to, the offering of flight services to the general public, maintaining and repairing aircraft for the public, and storage of aircraft other than aircraft owned or leased by the Lessee(s).

(A) **HAZARDOUS MATERIALS:** Lessee(s) shall also refrain from storing any items or materials on the Premises which would violate local or national fire codes and shall not store any gasoline, combustible liquids, or hazardous materials in the above-described hangar. Upon notice to Lessee(s) of the violation of Paragraph 5(A), Lessee(s) shall immediately remove such conditions that violate the local and national fire codes or any gasoline, combustible liquids, or hazardous material on the Premises.

6. **SPECIFIED AIRCRAFT AND REGISTRATION:** This Lease is for hangaring of the following aircraft:

N <u>47833</u>	N _____
Make <u>Piper</u>	Make _____
Model <u>PA-28-161</u>	Model _____
No. of Engines <u>1</u>	No. of Engines _____
Year <u>1977</u>	Year _____
No. of Seats <u>4</u>	No. of Seats _____

Lessee(s) (whether individual(s), partnership, LLC, or corporation) must have and maintain a majority legal ownership or majority leasehold interest in the above-described aircraft during the entire term of this Lease. Appropriate legal evidence of the Lessee(s) ownership or leasehold interest must be presented upon execution of this Lease and within ten (10) days following any change in Lessee(s) ownership or leasehold interest. Lessee(s) shall keep proof of aircraft ownership and appropriate/legal aircraft registration current with City. Evidence of proof of aircraft ownership and registration shall further be made available to City at any time upon demand of City and upon any renewal of this Lease as may be allowed herein.

7. **HANGAR DOORS, HANGAR LEFT UNATTENDED:** Lessee(s) hereby specifically agrees to keep the hangar door(s) closed at all times, other than during the times the Lessee(s) is moving aircraft in and out of the hangar space, to avoid

wind damage to the hangar. Lessee(s) shall not leave the hangar unattended for any period of time over sixty (60) minutes if the hangar door(s) is open. The hangar door(s) shall be locked at all times when Lessee(s) is not on the Premises. Lessee(s) assumes and agrees to pay for any damage caused to the hangar if and when the hangar door(s) is left open in violation of this provision. Failure to abide by this provision, whether or not damage occurs, will result in cancellation of this Lease at City's discretion.

8. **FIRE EXTINGUISHER REQUIRED:** Lessee(s) shall maintain a fire extinguisher or extinguishers, in good operating condition, containing dry chemical or halon 1211-type extinguishing agents readily available within the hangar space. There shall be one such fire extinguisher for each seventy-five feet (75') of travel within the hangar space.
9. **SPILL PREVENTION AND CLEANUP:** In accordance with requirements of City's Industrial Stormwater Permit issued through the State of Nebraska, Lessee(s) shall keep in the hangar at all times, a spill kit consisting of a securely covered bucket or tub that is clearly labeled as a Spill Kit, absorbent material of either floor dry or absorbent mats, rubber gloves, and trash bags. Lessee(s) shall place drip pans under any leaking aircraft or aviation equipment. Such drip pans must be properly emptied and cleaned on a regular basis with the contents being disposed of in a safe and appropriate manner. In the event of a spill, Lessee(s) shall immediately clean up the spill using contents of the spill kit and dispose of the waste by placing it securely in a trash bag and depositing it in a proper trash receptacle. If a spill is twenty-five (25) gallons or more, Lessee(s) shall contact the airport manager immediately.
10. **NON-INTERFERENCE WITH OTHER AIRPORT USES:** Lessee(s) shall not exercise any privileges granted by this agreement in such a way as to interfere with or adversely affect the use, operation, maintenance, or development of the airport.
11. **CONDITION OF PREMISES:** Lessee(s), at Lessee(s)'s sole cost and expense, agrees to maintain, repair, and keep in good order, condition, and appearance, the Premises, including the hangar structure, and the improvements constructed thereon, in a safe, clean, and sanitary condition. Lessee is expressly prohibited from materially altering the hangar structure, floor, walls, exterior, or adjoining common use areas, or constructing any structure or facility within the hangar, without the expressed written consent of City. Lessee(s) agrees that at the expiration of the term of this Agreement Lessee(s) shall yield possession of Premises to City, without further demand or notice, in as good order and condition as when the Lease was entered into by Lessee(s), excluding reasonable wear and tear. Lessee(s) shall repair any damage to the Premises occasioned by its use or the removal of Lessee(s)'s trade fixtures, furnishings, and equipment. Said repair shall include the patching and filling of holes and repair of structural damage.
12. **CITY NOT LIABLE FOR DAMAGE TO AIRCRAFT:** City shall not be liable for any damage to Lessee(s)'s aircraft, aeronautical equipment, or other property (personal or otherwise) while the same is stored or being moved to or from the hangar space.

13. **INDEMNITY AND INSURANCE REQUIRED:** City shall stand indemnified by Lessee(s) as herein provided. It is expressly understood by and between the parties hereto that Lessee(s) herein is, and shall be deemed to be, responsible to all parties for its respective acts and omissions and City shall in no way be responsible therefore. It is further agreed that in the use of the airport and Premises and the exercise or enjoyment of the privileges herein granted, Lessee(s) agrees to indemnify and hold harmless City, its employees, agents, officers, and volunteers, from any and all losses, damages, costs, expenses, liabilities, claims, demands, suits, attorney's fees, and judgements arising directly or indirectly from any negligence or manner related to Lessee(s) possession, occupancy, or use of the Premises.

Lessee(s) shall obtain an insurance policy in an amount of no less than One Million Dollars (\$1,000,000) per occurrence to cover general liability which shall name and endorse the "City of Columbus" as additionally insured on the certificate of insurance and endorsement. The minimum amounts of said insurance required may be increased at the sole discretion of City. Proof of insurance shall be submitted to the city clerk's office upon the execution of this Lease and shall remain in full force throughout the term of this Lease. Any certificate of insurance with accompanying endorsement(s) provided must cover the term of the Lease and be updated before the expiration date. The certificate of insurance must list the owners or those having a leasehold interest in the aircraft as insured, as well as all authorized persons/pilots who would have access to the aircraft during the term of the Lease.

14. **CITY ACCESS TO HANGER:** City reserves the right to control access to the Premises in order to regulate the orderly and efficient operation of the airport. City and its designated agents, employees, and volunteers shall at all times have reasonable access to the Premises for the purpose of inspection and to determine compliance with the provisions of this Lease and the Rules and Regulations of Columbus Municipal Airport. Lessee(s) shall lock the door(s) to the hangar space in order to protect Lessee(s)'s property kept in the hangar with locking devices and keys provided and owned by City.
15. **CITY IMPROVEMENTS:** City reserves the right, but it shall not be obligated to Lessee(s), to maintain and keep in repair all publicly owned facilities at Columbus Municipal Airport; and, further, to develop or improve the landing areas and air navigation facilities of Columbus Municipal Airport. Said improvements may be done at City's sole discretion and without interference or hindrance by Lessee(s). City's obligation for repairs or maintenance to the Premises shall extend only to maintain the hangar space in a fit and usable condition suitable for the purpose of hanging aircraft.
16. **OBEYING RULES OF AIRPORT AND THE LAW:** Lessee(s) affirms that it has read and fully understands the Rules and Regulations of Columbus Municipal Airport. Lessee(s) acknowledges City may decide at its sole discretion to change or amend the Rules and Regulations of Columbus Municipal Airport. Lessee(s) and its employees and agents shall obey the rules and regulations adopted and amended by City or its authorized agents in charge of the airport. Lessee(s) and its employees and agents shall observe and obey regulations as may be promulgated by the United

States, or any department or agency thereof, and by the State of Nebraska, as the same may relate to the privileges provided to Lessee(s) under this Agreement.

17. **NON-DISCRIMINATION:** Lessee(s) as part of the consideration of this agreement, does hereby covenant and agree that:

(A) No person on the grounds of race, creed, color, sex, disability, or national origin shall be subjected to discrimination in the use of the facilities; and

(B) Lessee(s) shall use the hangar space in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Program of the Department of Transportation, and as said regulations may be amended.

18. **TAXATION:** In the event that the subject hangar space shall at any time become subject to taxation by virtue of this Agreement or the use thereof by Lessee(s), Lessee(s) shall pay such taxes as shall be attributable to such use before they become delinquent.

19. **NOTICES:** The parties expressly agree for the purposes of notice, including legal service of process during the term of this Agreement, the following named individuals shall be the authorized representatives of the parties:

- City: City of Columbus
Columbus Municipal Airport
Attn: Airport Manager
PO Box 1677
Columbus, NE 68602-1677

- Lessee(s): RTT Aviation LLC
Attn: Brad Keyes
2456 54th Ave
Columbus, NE 68601

or such other representative at such address as either party may designate by written notice to the other party in accordance with Paragraph 18. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed to have been given the date of service if served personally on the party to whom notice is given; or, on the fourth (4th) day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered mail, or certified mail, with postage prepaid and properly addressed as shown above.

20. **DEFAULT:** City and Lessee(s) agree that every condition, covenant, and provision of this Lease is material and reasonable. Any breach by Lessee(s) of a condition, covenant, or provision of this Lease will constitute a material breach and a default of Lessee(s)'s obligations under this Lease, including, but not limited to:

(A) Failure of Lessee(s) to abide by any provision(s) of this Lease.

- (B) Abandonment of the property by Lessee(s).
- (C) Failure of Lessee(s) to make the rental payment as required under this Lease.
- (D) Failure of Lessee(s) to keep current or provide proof of aircraft ownership and registration.
- (E) Lessee(s), for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement.
- (F) Lessee(s) files a voluntary petition under the Bankruptcy Act of the United States, or is judged bankrupt under such act, or is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy or insolvency, or makes a general assignment for the benefit of creditors.
- (G) Violation of any of the Rules and Regulations of Columbus Municipal Airport by Lessee(s).
- (H) Discovery by City that any material information provided by Lessee(s) related to this Lease is/was materially false.
- (I) Unapproved or unauthorized transfer of any interest acquired under this Agreement by Lessee(s).
- (J) Use of Premises for unlawful purposes by Lessee(s).
- (K) Maintaining, committing, or permitting the maintenance or commission of a nuisance on the Premises by Lessee(s).
- (L) Occurrence of any other event described as constituting an "Event of Default" listed elsewhere in this Lease.

Upon a material breach and default, Lessee(s) shall be provided with written notice and demand to cure said material default(s). Said notice shall give the Lessee(s) fifteen (15) days after receipt of written notice to cure the material default(s).

21. **TERMINATION OF AGREEMENT:** This Agreement may be terminated either for cause by City or by the election of either party as follows:

- (A) **TERMINATION FOR CAUSE:** In the event the Lessee(s) is in material default of this Lease as set forth in Paragraph 19, and such default is not cured within fifteen (15) days after receipt of written notice of default from City, then City at its sole discretion, may terminate this Lease effective immediately by written notice to Lessee(s). If Lessee(s) violates paragraph 5(A) regarding hazardous materials, and Lessee(s) does not immediately remove or cure such violations, then Lessee(s) is in immediate material breach and default of the Lease and the Lease is subject to immediate termination at City's sole discretion.
- (B) **TERMINATION AT ELECTION OF THE PARTIES:** Either party may terminate this Agreement by providing to the other party at least thirty (30) days written notice of intent to terminate. This time frame may be waived by City at its sole discretion.

In the event of the termination as provided herein during a year in which the Lessee(s) has prepaid, the Lessee(s) shall receive a refund of a prorated portion of the advanced payment made under Paragraph 2.

Upon the Date of Termination, Lessee(s) shall vacate the Premises and immediately remove all property (including aircraft, aeronautical equipment, and all other property) from the Premises. If Lessee fails to vacate the Premises or fails to remove any and all property from the Premises, City may seek to reenter and recover possession of the Premises by any lawful means. City may also, at its election, dispose of any remaining property in the appropriate manner provided for by law, and charge all costs associated with such disposal to Lessee(s). City will deem any property remaining on the Premises as having been abandoned by Lessee(s).

22. **ASSIGNMENT OF LEASE:** Lessee(s) shall not have the right to sub-let, assign, transfer, or in any manner re-lease any part of the described Premises. Any attempts to do so without City's expressed written approval shall be null and void.
23. **GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the City of Columbus, the State of Nebraska, and federal law. Lessee(s) shall comply with all said laws. By signing this Lease, City and Lessee(s) hereby submit to personal and subject matter jurisdiction of the State of Nebraska in Platte County of any dispute between City and Lessee(s). To the extent possible, the parties waive their rights to a jury trial.
24. **BINDING EFFECT:** This Agreement shall extend to and be binding upon any heirs, personal representatives, successors, and assigns of the parties hereto.
25. **NON-WAIVER:** No waiver by City of any default or breach of this Agreement shall operate as a waiver of any other default or of the same default on a future occasion.
26. **SURVIVABILITY:** Invalidation of any one or more of the provisions of this Agreement by judgment or court order shall in no way affect any other provision(s) of the Agreement and all which other provisions shall remain in full force and effect.
27. **CAPTION HEADINGS:** Caption Headings in this Agreement are for convenience only and are not to be used to interpret or define the provisions of the Agreement.
28. **AUTHORIZATION:** Lessee(s)'s execution, delivery, and performance of this Agreement has been duly authorized by all necessary action by the Lessee(s) and does not conflict with, result in a violation of, or constitute a default under any provision of any agreement or other instrument binding upon the Lessee(s), with any law, regulation, or court order that is applicable to the Lessee(s) in any way.
29. **FULL INTEGRATION:** This is a fully integrated Agreement and supersedes any and all prior agreements, whether oral or written, between the parties; and, this Agreement embodies a full and complete understanding of the parties.

Recommended by:

COLUMBUS MUNICIPAL AIRPORT

[Signature] 1-13-26
Airport Manager Date

BOARD OF AIRPORT COMMISSIONERS

[Signature] 1-13-2026
Vice Chair Date

Executed by:

Attest:

CITY OF COLUMBUS, NEBRASKA

Mayor Date

City Clerk

LESSEE(S)

Bradley S. Keyes 12/29/25
Signature Date

Signature Date

Bradley S. Keyes
Printed Name - RTT Aviation LLC

Printed Name

2456 54th Ave, Columbus, NE
Address

Address

402-649-5786
Phone Number

Phone Number

redline_motorsports74@yahoo.com
Email

Email

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

4.H. Resolution No. R26-06 amending Title VI (Non-Discrimination Plan 2022) section of the policies and procedures for Columbus Area Transit.

DRAFT

RESOLUTION NO. R26-06

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE TITLE VI (NON-DISCRIMINATION PLAN/2022) SECTION OF THE POLICIES AND PROCEDURES FOR COLUMBUS AREA TRANSIT, ADOPTED BY RESOLUTION NO. R18-12 ON FEBRUARY 5, 2018 AND AMENDED BY RESOLUTION NO. R18-67 ON JUNE 4, 2018 AND RESOLUTION NO. R23-32 ON FEBRUARY 21, 2023, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Title VI (Non-Discrimination Plan/2022) Section of the Policies and Procedures for Columbus Area Transit, adopted by Resolution No. R18-12 on February 5, 2018 and amended by Resolution No. R18-67 on June 4, 2018 and Resolution No. R23-32 on February 21, 2023, is hereby amended, a copy of which is attached hereto and incorporated herein by this reference.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Federal Transit Administration

Title VI Program

Columbus Area Transit

2026

Reviewed and Approved by _____

Columbus City Council
Columbus Area Transit

Date

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION



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Appendices

- A. Columbus Area Transit Title VI Notice
- B. Columbus Area Transit Title VI Discrimination Complaint Form
- C. Columbus Area Transit Four Factor Analysis and Language Assistance Plan
- D. Columbus Area Transit Title VI Complaint Investigation Log

Non-Discrimination Statement of Policy

Under Title VI of the Civil Rights Act of 1964 and related statutes, the City of Columbus is committed to ensuring that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits or services of, or be otherwise subjected to discrimination in all programs, services, or activities administered by Columbus Area Transit.

Jim Bulkley
Mayor
The City of Columbus

Date

All entities who receive Federal Transit Administration (FTA) grant dollars either directly from the FTA or through the Nebraska Department of Transportation (NDOT) are subject to the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the U.S. Department of Transportation's implementing regulations. This manual provides technical assistance on Title VI compliance requirements.

1 Introduction and Overview

1.1 Plan Statement

The City of Columbus operates a demand response public transit program serving the residents of Columbus, Nebraska through Columbus Area Transit. As a condition of receiving federal financial assistance to operate these services, the agency ensures that its programs, policies, and activities comply with Title VI of the Civil Rights Act of 1964. The following program details how Columbus Area Transit meets the Title VI requirements set forth in the Federal Transit Administration (FTA) Circular 4702.1B.

Columbus Area Transit receives federal FTA funding through the Nebraska Department of Transportation (NDOT) Transit Section. NDOT administers Columbus Area Transit FTA transit service funding and provides all Title VI program oversight for Columbus Area Transit.

1.2 Policy

Section 601 under Title VI of the Civil Rights Act of 1964 states the following:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Columbus Area Transit is committed to ensuring that no person, on the basis of race, color, or national origin, shall be excluded from participation in or subjected to discrimination under its programs or services, or be denied the benefits of the level and quality of transit services provided by the agency's employees, affiliates, and contractors.

1.3 Authorizing Legislation

Most federal transit laws are codified at Title 49 U.S.C. Chapter 53. Authorizing legislation is substantive legislation enacted by Congress that establishes or continues the operation of a federal program or agency. FTA's most recent authorizing legislation is entitled the *Bipartisan Infrastructure Law*, signed into law on November 15, 2021.

1.4 How to Contact FTA and Columbus Area Transit

For more information regarding Columbus Area Transit's Title VI Program, please contact the agency at:

Columbus Area Transit
Attn: Tammy Orender
2500 14 Street, Suite 3
Columbus, NE 68601
402-562-4243
tammy.orender@columbusne.us

FTA may be contacted at:

Federal Transit Administration
Region 7
901 Locust Street, Suite 404
Kansas City, MO 64106
Phone: 816-329-3920

or

Federal Transit Administration
Office of Civil Rights
Attention: Title VI coordinator
East Building, 5th Floor-TCR
1200 New Jersey Ave., SE,
Washington, D.C. 20590

NDOT may be contacted at:

Nebraska Department of Transportation
Kimberly Baker, Civil Rights Compliance Manager
1500 Nebraska Parkway
P.O. Box 94759
Lincoln, NE 68509-4759
402-479-4544
ndot.civilrights@nebraska.gov

1.5 Governing Body

The governing body of Columbus Area Transit comprises eight elected Columbus City Council members representing the service area.

1.6 FTA Circular 4702.1B

The City of Columbus' Title VI program has been developed to address FTA's Title VI requirements and oversight responsibilities. The plan follows the guidelines set forth in FTA Circular 4702.1B.

2 General Reporting Requirements

2.1 Assurances

The City of Columbus annually submits its Certifications and Assurances to NDOT. NDOT collects Columbus Area Transit's Title VI Assurances prior to passing through FTA funds.

2.2 Prepare and Submit a Title VI Program

Columbus Area Transit submitted its previous Title VI Program to the NDOT Civil Rights Office in February 2023. The current Title VI Program is intended to fulfill submission requirements for the 2026–2029 reporting period.

The Columbus City Council will review and approve the current Title VI Program prior to its submission to NDOT. This approval is documented via the signature line on the cover of this Title VI Program, and subsequent documentation will be submitted with the Columbus Area Transit's Title VI Program. The effective date of the Program will be the date of the resolution.

Columbus Area Transit will submit its Title VI Program to the NDOT Civil Rights Office for review and approval.

2.3 Title VI Notice

Columbus Area Transit complies with Title VI and notifies the public of the protections against discrimination afforded to them by Title VI. The notice is posted in the following public locations: (a) on the Columbus Area Transit website (<https://www.columbusne.us/125/Columbus-Area-Transit>); and (b) at a visible public location at Columbus Area Transit's main offices. This notice has been translated in accordance with NDOT's LEP plan.¹ See **Appendix A** for a copy of the Columbus Area Transit Title VI notice to the public.

2.4 Title VI Complaint Procedure and Complaint Form

Columbus Area Transit has adopted the NDOT procedures and forms for investigating and tracking Title VI complaints of discrimination. The following complaint procedures are patterned after the FTA's requirements and guidance.

All FTA-related Title VI complaints filed against Columbus Area Transit are forwarded to both the NDOT Civil Rights Compliance Manager and the NDOT Transit Program Manager in the Local Assistance Division for processing, in coordination with the NDOT Civil Rights Office. Columbus Area Transit will maintain a log of all complaints received (see **Appendix D**), including the following:

- The date the complaint was filed
- A description of the complaint
- Dates of all significant actions taken
- All correspondence with the complainant or respondent

NDOT will review all complaints for programs and activities receiving FTA financial assistance.

Columbus Area Transit's Title VI complaint procedures and forms are available to members of the public at <https://www.columbusne.us/125/Columbus-Area-Transit> or by request. The Title VI Complaint Form has been translated in accordance with NDOT's LEP Plan and is provided in **Appendix B**.

The following section describes the Columbus Area Transit Title VI complaint procedures.

2.4.1 Filing a Transit-Related Complaint with Columbus Area Transit

Persons Eligible to File

Any person who believes they, or any program beneficiary, has been subjected to unequal treatment or discrimination in their receipt of transit benefits and/or services on the basis of race, color, or national origin may file a Title VI complaint with Columbus Area Transit. Complaints may be filed directly by the affected individual(s) or by a representative on their behalf.

Complaint Substance and Format

To file a complaint with Columbus Area Transit, complainants should complete and submit the agency's Title VI Complaint Form or submit a written letter containing the following information:

¹ <https://dot.nebraska.gov/media/rngflsav/ndot-limited-english-proficiency-plan.pdf>

- The name(s) of the persons(s) filing the complaint (the complainant)
- Mailing address and phone number of the complainant(s)
- Name of the person(s) or entity alleged to have engaged in discrimination
- Date of the incident
- A detailed description of the incident
- An explanation of how the incident involved discrimination based on race, color, or national origin
- The names, mailing addresses, and phone numbers of witnesses or third parties to the incident
- Any additional information relevant to the complaint

A complaint may be filed on behalf of another person with their expressed written consent. The Title VI Complaint Form or letter of complaint must be signed by the complainant or by their authorized representative.

Time Frame for Filing Complaints

Complaints must be received no more than 180 calendar days after the alleged incident and must involve allegations of discrimination on the basis of race, color, or national origin to be investigated as an unlawful discriminatory practice under Title VI. FTA may grant an extension.

If Columbus Area Transit receives a complaint, Columbus Area Transit will submit the complaint to the NDOT Civil Rights Office for review.

After a complaint is received, an NDOT investigator will determine whether it meets the criteria and whether NDOT has jurisdiction. The complainant will receive an acknowledgement letter by mail about whether the investigation will proceed.

Processing and Investigating Complaints

NDOT strives to complete investigations within 90 days. At any time during the investigation, the investigator may request additional information to assist in the investigation of the incident. The complainant will be given 15 business days to respond to the request for additional information. If NDOT is not contacted by the complainant or does not receive the additional information within 15 business days, NDOT can administratively close the case. The case can be administratively closed if the complainant no longer wants to pursue the case.

Closing a Complaint

After NDOT reviews the complaint, one of two letters will be issued to the complainant: a closure letter or a letter of finding. A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A letter of findings summarizes the allegations and the interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action will occur. Complainants have 30 days to appeal the findings of the investigation.

Contact Information

Complaint forms are available on the Columbus Area Transit website at <https://www.columbusne.us/125/Columbus-Area-Transit>. For additional questions regarding Columbus Area Transit's Title VI complaint procedures or Title VI Program, individuals may contact

Columbus Area Transit at the contact information provided in **Section 1.4**. For more information on NDOT's Title VI complaints procedure or Title VI Program, or for assistance placing a complaint in writing or for language assistance, contact the NDOT Civil Rights Office at the contact information provided in **Section 1.4**.

2.4.2 Columbus Area Transit Title VI Complaint Form

See **Appendix B** for a copy of the Columbus Area Transit Title VI Discrimination Complaint Form.

2.5 List of Title VI Investigations, Complaints, and Lawsuits

As of the current Title VI Program submission, no transit-related complaints specific to Title VI were filed; therefore, there are no incidents to track or report. Columbus Area Transit would use the Complaint and Lawsuit Tracking Form in **Appendix D** to conduct an investigation, receive a complaint, or file a lawsuit alleging discrimination on the basis of race, color, or national origin. Columbus Area Transit will report all Title VI complaints to the NDOT Civil Rights Office and FTA.

2.6 Inclusive Public Participation

Columbus Area Transit's public involvement strategy is intended to promote awareness and provide ample opportunity for the public to participate in the Columbus Area Transit transportation decision-making surrounding projects, fares and/or service charges, and application for federal operating assistance. Examples include the following:

- Ensuring the timely dissemination of information to the public
- Considering the input and encouraging the participation of underserved groups in the Columbus Area Transit transportation decision-making process
- Granting timely public notice and an adequate review period through this process
- Facilitating adequate public review of major project revisions
- Granting the opportunity for the review of proposed and final plans
- Encouraging and documenting public comment

For these purposes, Columbus Area Transit will announce and hold a public hearing in the event of a fare increase, major change in service, or capital construction project. Additionally, Columbus Area Transit will provide adequate public notice in the event of a vehicle purchase or when submitting an application for state or federal operating assistance funds with no major service changes or fare increases.

For the purpose of definition, a major change or reduction service will include a reduction in total system vehicle-hours of 10 percent or more, the elimination of service in an area with a population of 2,000 or more, the elimination of service on one or more days of the week, or a change in the type of transit service in an area with a population of 2,000 or more. A fare increase will include an increase in single ride fare for any transit service including other fare categories or a decrease in the discount(s) offered for fare categories.

Public hearings will be advertised in a newspaper of general circulation in the geographic area the project will serve at least 15 calendar days in advance of the public hearing, and the comment period will extend 15 days following the public hearing. Notice of hearings will include a concise description of the proposed project and will advertise the availability of translated copies of said hearing notice and/or other publicly released meeting documents in accordance with the Columbus Area Transit LAP. Hearings will be held in accessible locations and at times convenient for public attendance.

Written or verbal comments from the public will be accepted during and for at least 10 days following the public hearing. These comments will be reviewed as part of the agency's decision-making process surrounding transportation projects.

An agency staff member will record and prepare formal minutes of the public hearing. These minutes will be available to the public on request. Translations of these minutes, as well as other publicly released meeting documents (e.g., announcements, surveys, comment cards), will be made available to members of the public on request. The availability of translated minutes and other public documents will be advertised on the agency's public hearing notice.

Summary of Past Outreach Efforts

Columbus Area Transit routinely performs outreach to the public by posting on social media.

Columbus Area Transit personnel report approximately 5% interactions with persons of limited English proficiency – an estimate supported by the LAP four-factor analysis. Nonetheless, the agency's current public participation strategy has been reviewed and revised to provide opportunities for meaningful access and participation by persons of limited English proficiency.

2.7 Providing Meaningful Access to LEP Persons

Columbus Area Transit provides transportation to the general public located in the City of Columbus. Columbus Area Transit personnel report that contact with LEP persons is rare. However, the following analysis was completed to inform a Language Assistance Plan that considers the needs of LEP persons who could potentially be encountered by the agency as it administers its programs in the service area.

To facilitate this analysis, 2019-2023 America Community Survey data was analyzed for the agency's service area to inform the Four-Factor Analysis. The data show that the number and proportion of LEP persons in the service area is significant, with approximately 77 percent of the population estimated to speak only English. These results and the Columbus Area Transit four-factor analysis can be found in **Appendix C**.

Service Area Profile Conclusions

Based on the four-factor analysis, the number and proportion of non-English speaking LEP persons in the vicinity of Columbus Area Transit is significant, with Spanish exceeding the Safe Harbor Threshold of 1,000 and more LEP persons or greater than 5 percent of the service area population. As a result, Columbus Area Transit has identified a current need to develop additional language assistance measures for Spanish translation services. Should staff encounter individuals with limited English proficiency in Spanish or other languages, employees are trained to respond appropriately and to provide meaningful access to services, as detailed in the Language Assistance Plan, using language assistance resources available through NDOT.

Language Assistance Plan

Columbus Area Transit has access to language assistance resources through NDOT, including document translation and verbal interpretation services. Using this resource, Columbus Area Transit's Title VI Notice to the Public, Discrimination Complaint Form, and Discrimination Complaint Procedures Form have been translated into Spanish for public distribution and for posting on the agency's website. In the event of a public hearing by Columbus Area Transit, publicly distributed meeting documents, including meeting minutes, can be translated upon request using these resources.

Columbus Area Transit has access to verbal interpretation services through NDOT. These resources will be used whenever in-person or over-the-phone interpretation is required to assist riders. The

agency will also take reasonable steps to support LEP individuals who may choose to access its programs and services in the future.

Additionally, "I Speak" cards will be available at the agency's main office. These cards allow LEP individuals to quickly identify their spoken language when it cannot be easily determined by staff. This tool will help Columbus Area Transit identify language assistance needs as they arise and ensure appropriate support is provided.

2.7.1 Monitoring and Updating the Columbus Area Transit LAP

Columbus Area Transit understands that language needs will change as the service area population changes. Columbus Area Transit will revisit the LAP every 3 years and make appropriate changes. Updates may include the following:

- The number of documented LEP person contacts encountered since the last update
- Description of how the needs of LEP persons have been addressed
- Determination of the current LEP population in the agency service area
- Determination of whether the need for language assistance has changed
- Determination of whether local language assistance has been effective and sufficient at meeting needs
- Determination of whether the agency's available outreach resources are sufficient to supply necessary language assistance
- Determination of whether complaints have been received concerning the agency's failure to meet the needs of LEP persons

2.7.2 Employee Training

The Columbus Area Transit personnel are required to review the current Title VI Program document and sign a written statement declaring their understanding of their obligation to provide service regardless of race, color, or national origin.

Necessary personnel will be familiar with the agency's procedures for handling a potential Title VI complaint.

Tammy Orrender, Title VI coordinator, has taken part in the Title VI planning and training sessions through NDOT.

Additional resources for employee training include a Title VI training course hosted by NDOT and ongoing Title VI assistance and oversight provided by the NDOT Civil Rights Office.

2.8 Planning and Advisory Bodies

Columbus Area Transit does not have a transit-related, non-elected planning board, advisory council, or other committee. In the event such a committee were established prior to the Columbus Area Transit's next Title VI program submission, the demographic makeup of the planning board or committee would be summarized, as required.

2.9 Equity Analysis to Determine Site or Location of Facilities

Columbus Area Transit will complete a Title VI equity analysis during the planning stage for construction projects using FTA funds with regard to where a project is located or sited and to

compare the impact of siting alternatives. The purpose of the equity analysis will be to ensure that the determination of the site or location of facilities was made without denying anyone the benefits of the federally funded program, or subjecting anyone to discrimination on the basis of race, color, or national origin. Copies of subsequent equity analyses will be included in NDOT's 2029 Title VI Program submission. Columbus Area Transit will complete an equity analysis for projects related to facilities, including but not limited to storage facilities, maintenance facilities, operations centers, etc. NDOT follows the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

As of the publication of this Title VI Program Plan, no new location or existing facility upgrade is programmed for the time period of this plan. If one is programmed after approval, it will be amended into this document as an appendix.

3 Requests for Additional Information

Columbus Area Transit will fully cooperate with any FTA investigation of discrimination complaints to the extent required by Title VI regulations of FTA Circular 4702.1B.

Appendix A
Columbus Area Transit Title VI Notice

Title VI Notice to the Public

Columbus Area Transit operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint of discrimination by completing and submitting the agency's Title VI Discrimination Complaint Form. This form can be downloaded on the subrecipient's website at <https://www.columbusne.us/125/Columbus-Area-Transit> requested by contacting Tammy Orender at the address provided below.

To request more information on the agency's Title VI obligations or to obtain a detailed description of the agency's Title VI discrimination complaint procedures, please visit the agency website or contact the agency using the information provided. A telephone interpreter can be provided to assist persons of limited English proficiency.

Questions about Title VI? Please contact:

¿Preguntas sobre el Título VI? Por favor comuníquese con:



Subrecipient Organization: Columbus Area Transit

Attn: Tammy Orender

Mailing Address: 2500 14 Street, Suite 3
City, State ZIP: Columbus, NE 68601



Phone: 402-562-4243



Email:
tammy.orender@columbusne.us



Website:
<https://www.columbusne.us/125/Columbus-Area-Transit>

Notificación al Público sobre el Título VI

Columbus Area Transit opera sus programas y servicios sin tomar en cuenta raza, color, u origen nacionalidad de conformidad con el Título VI del Acta de Derechos Civiles. Cualquier persona que crea que ha sido agraviada por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja de discriminación al completar y enviar el Formulario de Queja de Discriminación de Título VI de la agencia. Este formulario se puede descargar del sitio web del subreceptor en <https://www.columbusne.us/125/Columbus-Area-Transit> solicitarse comunicándose con Tammy Orender a la dirección proporcionada arriba.

Para solicitar mas información sobre las obligaciones de Título VI de la agencia o para obtener una descripción detallada del procedimiento de Quejas de Discriminación del Título VI, favor de visitar la pagina de la agencia o contactar la agencia a la dirección proporcionada arriba. Un interprete telefónico está disponible para asistir personas de dominio de Inglés limitado.



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Appendix B
Columbus Area Transit Title VI Discrimination Complaint Form

Title VI Discrimination Complaint Form

Please complete, sign, and return this form to the address listed at the bottom of the page.

Complainant name												
Address				City			State			Zip code		
Phone				Email								



Person discriminated against, if different from complainant												
Address				City			State			Zip code		
Phone				Email								

Type of discrimination:	<input type="checkbox"/> Race/Color	<input type="checkbox"/> Age	<input type="checkbox"/> Sex	<input type="checkbox"/> National origin	<input type="checkbox"/> Disability	<input type="checkbox"/> Other
Date of incident						

Please provide the date and location of the alleged discriminatory actions, including both the earliest and most recent incidents.

Please provide a brief and clear account of the discriminatory incident, including details of what happened, who was involved and any differential treatment compared to others. You may also include supporting materials for your complaint. Please attach any additional written or supporting information that you believe is relevant to this complaint.

Please provide the names and contact information of persons, including witnesses or others, whom we may contact for additional information to investigate your complaint.

To process your complaint, please ensure it is signed and dated below.		MAIL 	
Signature		EMAIL 	
Date			

OFFICE USE ONLY	
Received by	Date received

Título VI Formulario de queja por discriminación **NEBRASKA**

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Complete, firme y envíe este formulario a la dirección que aparece en la parte inferior de la página.

Nombre del denunciante							
Dirección		Ciudad		Estado		Código o postal	
Teléfono		Correo electrónico					

Víctima de la discriminación, si es diferente del denunciante							
Dirección		Cuidad		Estado		Códig o postal	
Teléfono		Correo electrónico					

Tipo de discriminación:	<input type="checkbox"/> Raza/Color	<input type="checkbox"/> Edad	<input type="checkbox"/> Sexo	<input type="checkbox"/> Nación de origen	<input type="checkbox"/> Discapacidad	<input type="checkbox"/> Otra opción
Fecha del incidente						

Proporcione la fecha y el lugar de las supuestas acciones discriminatorias, incluidos tanto los incidentes más tempranos como los más recientes.

Proporcione un informe breve y claro del incidente discriminatorio, incluidos los detalles de lo que sucedió, quién estuvo involucrado y cualquier tratamiento diferencial en comparación con otros. También puede incluir materiales de respaldo para su queja. Adjunte cualquier información adicional por escrito o de apoyo que considere relevante para esta queja.

Proporcione los nombres y la información de contacto de las personas, incluidos los testigos u otras personas, con quienes podamos comunicarnos para obtener información adicional para investigar su queja.

Para procesar su queja, asegúrese de que esté firmada y fechada a continuación.	
Firma	
Fecha	

DIRECCIÓN POSTAL 

CORREO ELECTRÓNICO 

SOLO PARA USO DEL OFICINA

Recibido por		Fecha de recepción	
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Appendix C
Columbus Area Transit Four-Factor Analysis and Language Assistance Plan

Columbus Area Transit Four-Factor Analysis

Columbus Area Transit provides transportation to the general public located within the City of Columbus. Columbus Area Transit personnel report regular contact with clients of limited English proficiency (LEP), with approximately 5 percent of rider in contact with the program being Spanish speakers. The following analysis was completed to inform a Language Assistance Plan that considers the needs of LEP persons who could potentially be encountered by the agency as it administers its programs in the service area.

To facilitate this analysis, 2019-2023 American Community Survey data was analyzed for the agency's service area to inform the Four-Factor Analysis. The data show that the number and proportion of LEP persons in the service area is significant, with approximately 77 percent of the population estimated to speak only English.

Based on the four-factor analysis, the number and proportion of non-English speaking LEP persons in the vicinity of Columbus Area Transit is significant, with Spanish exceeding the Safe Harbor Threshold of 1,000 or more LEP persons and greater than 5 percent of the service area population. Moreover, the agency personnel report that contract with LEP persons is regular, with approximately 5 percent of rider in contact with the program being Spanish speakers. As a result, Columbus Area Transit has identified a current need to develop additional language assistance measures. Should staff encounter individuals with limited English proficiency, employees are trained to respond appropriately and to provide meaningful access to services, as detailed in the Language Assistance Plan, using language assistance resources available through NDOT.

Factor I: The number or proportion of LEP persons eligible to be served or likely to encountered by the program or recipient

Columbus Area Transit provides transportation service for the residents within the City of Columbus. To estimate the number and proportion of individuals with LEP in the service area, data from the 2019-2023 American Community Survey was reviewed. For this analysis, LEP is defined as individuals who speak English less than "very well". LEP may also refer to individuals with limited ability to read, write, or understand English.

Columbus Area Transit service area LEP profile

- The total number of persons over the age of five within the City of Columbus is 22,484.
- Approximately 77 percent of this total population speak English only.
- Spanish is the largest non-English language group in the Columbus Area Transit service area. This language group is estimated to be 2,360 LEP persons, or approximately 10.5 percent of the area's total population.
- Other language groups in the Columbus Area Transit service area contained a low number or proportion of LEP persons that did not surpass the Safe Harbor Threshold of 1,000 LEP persons or greater than 5 percent proportion of LEP persons in the service area. Notably, only 28 LEP persons were identified within the service area as speaking a language other than Spanish.

Factor 1a: How LEP persons interact with the agency

Agency staff report that contact with LEP individuals is regular, with approximately 5 percent of rider in contact with the program being Spanish speakers. It is estimated that such contact would most likely occur while scheduling or providing transportation.

Factor 1b: Literacy skills of LEP persons in their native language to determine whether the translation of written documents will be an effective practice

No complete data on native language literacy was available. If additional data becomes available, it will be incorporated into future analyses. Based on current resources and practices, the agency does not anticipate significant barriers to service due to literacy limitations.

Factor 1c: Whether LEP persons are underserved due to language barriers

Columbus Area Transit personnel report that interaction with LEP individuals is regular, with approximately 5 percent of rider in contact with the program being Spanish speakers. This estimate is supported by the number and proportion of LEP individuals residing within the service area. Given the current ridership reflects the LEP population in the area, it is not estimated that barriers to service due to language exist at this time.

Factor 2: Frequency of Contact with LEP persons

Columbus Area Transit personnel report that interaction with LEP individuals while administering programs and services is about five (5) percent of the ridership.

Factor 3: Nature and importance of the Program, Activity, or Service

Columbus Area Transit operates a public transportation agency, which is available to all residents within the service area. These services provide essential mobility services and access to critical destinations. These destinations include but are not limited to, medical appointments, employment, education, shopping, and social activities. The agency considers its services to be highly important to the community.

Factor 4: Resources Available and Associated Costs

Columbus Area Transit has access to Title VI LEP outreach resources through NDOT, including document translations assistance and verbal translation over the phone using Nebraska Language Line, Title VI template documents (e.g., Title VI Notice to the Public, Title VI Complaint Form, etc.), and general Title VI assistance and oversight.

Language Assistance Plan

Columbus Area Transit has access to language assistance resources through NDOT, including document translation and verbal interpretation services. Using this resource, Columbus Area Transit's Title VI Notice to the Public, Discrimination Complaint Form, and Discrimination Complaint Procedures Form have been translated into Spanish for public distribution and for posting on the agency's website. In the event of a public hearing by Columbus Area Transit, publicly distributed meeting documents, including meeting minutes, can be translated upon request using these resources.

Columbus Area Transit has access to verbal interpretation services through NDOT. These resources will be used whenever in-person or over-the-phone interpretation is required to assist riders. The agency will also take reasonable steps to support LEP individuals who may choose to access its programs and services in the future.

Additionally, "I Speak" cards will be available at the agency's main office. These cards allow LEP individuals to quickly identify their spoken language when it cannot be easily determined by staff. This tool will help Columbus Area Transit identify language assistance needs as they arise and ensure appropriate support is provided.

Appendix D

Columbus Area Transit Title VI Complaint Investigation Log

Title VI Complaint and Lawsuit Tracking Form

Title VI Complaints

Complainant Name	Date of Incident	Date Filed	Summary of Complaint (include basis of complaint: race, color, or national origin)	Complaint resulted in investigation? (Y/N)	Status of complaint: active or closed?	Summary of Findings OR Reason Complaint was not Investigated (N/A if active)	Notes

Title VI Lawsuits

Name of Plaintiff	Date of Incident	Date Filed	Allegation(s)	Status: Active or Closed?	Result (N/A if active)	Notes

Submitted by:

Subrecipient Organization: Columbus Area Transit

Attn: Tammy Orender

Address: 2500 14 Street, Suite 3

City, State ZIP: Columbus, NE 68601

Phone: 402-562-4243

Email: tammy.orender@columbusne.us



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NEBRASKA
PUBLIC TRANSIT



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

City Hall | Human Resource Office
2500 14th St., Suite 3
Columbus, NE 68601
402-562-4243
www.columbusne.us

DATE: January 12, 2026
TO: Tara Vasicek, City Administrator
FROM: Tammy Orender, Human Resource Director
RE: Title VI Program, Columbus Area Transit

RECOMMENDATION:

Review the Federal Transit Administration Title VI Program Columbus Area Transit 2026 plan for changes to the City address and a line added that I completed the training through NDOT.

DISCUSSION:

Attached is a red-lined copy showing changes and a clean copy.

FISCAL IMPACT: None

ALTERNATIVE: None

SIGNATURE:

By: Tammy Orender

Approved By: Betsy Eckhardt
Betsy Eckhardt, Director of General Services

Approved By: Tara Vasicek
Tara Vasicek, City Administrator

Federal Transit Administration
Title VI Program
Columbus Area Transit

2026

Reviewed and Approved by _____
Columbus City Council
Columbus Area Transit

Commented [OT1]: Council President needs to sign/date

Date



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Appendices

- A. Columbus Area Transit Title VI Notice
- B. Columbus Area Transit Title VI Discrimination Complaint Form
- C. Columbus Area Transit Four Factor Analysis and Language Assistance Plan
- D. Columbus Area Transit Title VI Complaint Investigation Log

Non-Discrimination Statement of Policy

Under Title VI of the Civil Rights Act of 1964 and related statutes, the City of Columbus is committed to ensuring that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits or services of, or be otherwise subjected to discrimination in all programs, services, or activities administered by Columbus Area Transit.

Jim Bulkley
Mayor
The City of Columbus

Commented [OT2]: Mayor needs to sign/date

Date

All entities who receive Federal Transit Administration (FTA) grant dollars either directly from the FTA or through the Nebraska Department of Transportation (NDOT) are subject to the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the U.S. Department of Transportation's implementing regulations. This manual provides technical assistance on Title VI compliance requirements.

1 Introduction and Overview

1.1 Plan Statement

The City of Columbus operates a demand response public transit program serving the residents of Columbus, Nebraska through Columbus Area Transit. As a condition of receiving federal financial assistance to operate these services, the agency ensures that its programs, policies, and activities comply with Title VI of the Civil Rights Act of 1964. The following program details how Columbus Area Transit meets the Title VI requirements set forth in the Federal Transit Administration (FTA) Circular 4702.1B.

Columbus Area Transit receives federal FTA funding through the Nebraska Department of Transportation (NDOT) Transit Section. NDOT administers Columbus Area Transit FTA transit service funding and provides all Title VI program oversight for Columbus Area Transit.

1.2 Policy

Section 601 under Title VI of the Civil Rights Act of 1964 states the following:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Columbus Area Transit is committed to ensuring that no person, on the basis of race, color, or national origin, shall be excluded from participation in or subjected to discrimination under its programs or services, or be denied the benefits of the level and quality of transit services provided by the agency's employees, affiliates, and contractors.

1.3 Authorizing Legislation

Most federal transit laws are codified at Title 49 U.S.C. Chapter 53. Authorizing legislation is substantive legislation enacted by Congress that establishes or continues the operation of a federal program or agency. FTA's most recent authorizing legislation is entitled the *Bipartisan Infrastructure Law*, signed into law on November 15, 2021.

1.4 How to Contact FTA and Columbus Area Transit

For more information regarding Columbus Area Transit's Title VI Program, please contact the agency at:

Columbus Area Transit
Attn: Tammy Orender
~~1058 28 Ave~~
~~2500 14 Street, Suite 3~~
Columbus, NE 68601
402-562-4243
tammy.orender@columbusne.us

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FTA may be contacted at:

Federal Transit Administration
Region 7
901 Locust Street, Suite 404
Kansas City, MO 64106
Phone: 816-329-3920

or

Federal Transit Administration
Office of Civil Rights
Attention: Title VI coordinator
East Building, 5th Floor-TCR
1200 New Jersey Ave., SE,
Washington, D.C. 20590

NDOT may be contacted at:

Nebraska Department of Transportation
Kimberly Baker, Civil Rights Compliance Manager
1500 Nebraska Parkway
P.O. Box 94759
Lincoln, NE 68509-4759
402-479-4544
ndot.civilrights@nebraska.gov

1.5 Governing Body

The governing body of Columbus Area Transit comprises eight elected Columbus City Council members representing the service area.

1.6 FTA Circular 4702.1B

The City of Columbus' Title VI program has been developed to address FTA's Title VI requirements and oversight responsibilities. The plan follows the guidelines set forth in FTA Circular 4702.1B.

2 General Reporting Requirements

2.1 Assurances

The City of Columbus annually submits its Certifications and Assurances to NDOT. NDOT collects Columbus Area Transit's Title VI Assurances prior to passing through FTA funds.

2.2 Prepare and Submit a Title VI Program

Columbus Area Transit submitted its previous Title VI Program to the NDOT Civil Rights Office in February 2023. The current Title VI Program is intended to fulfill submission requirements for the 2026–2029 reporting period.

The Columbus City Council will review and approve the current Title VI Program prior to its submission to NDOT. This approval is documented via the signature line on the cover of this Title VI Program, and subsequent documentation will be submitted with the Columbus Area Transit's Title VI Program. The effective date of the Program will be the date of the resolution.

Columbus Area Transit will submit its Title VI Program to the NDOT Civil Rights Office for review and approval.

2.3 Title VI Notice

Columbus Area Transit complies with Title VI and notifies the public of the protections against discrimination afforded to them by Title VI. The notice is posted in the following public locations: (a) on the Columbus Area Transit website (<https://www.columbusne.us/125/Columbus-Area-Transit>); and (b) at a visible public location at Columbus Area Transit's main offices. This notice has been translated in accordance with NDOT's LEP plan.¹ See **Appendix A** for a copy of the Columbus Area Transit Title VI notice to the public.

2.4 Title VI Complaint Procedure and Complaint Form

Columbus Area Transit has adopted the NDOT procedures and forms for investigating and tracking Title VI complaints of discrimination. The following complaint procedures are patterned after the FTA's requirements and guidance.

All FTA-related Title VI complaints filed against Columbus Area Transit are forwarded to both the NDOT Civil Rights Compliance Manager and the NDOT Transit Program Manager in the Local Assistance Division for processing, in coordination with the NDOT Civil Rights Office. Columbus Area Transit will maintain a log of all complaints received (see **Appendix D**), including the following:

- The date the complaint was filed
- A description of the complaint
- Dates of all significant actions taken
- All correspondence with the complainant or respondent

NDOT will review all complaints for programs and activities receiving FTA financial assistance.

Columbus Area Transit's Title VI complaint procedures and forms are available to members of the public at <https://www.columbusne.us/125/Columbus-Area-Transit> or by request. The Title VI Complaint Form has been translated in accordance with NDOT's LEP Plan and is provided in **Appendix B**.

The following section describes the Columbus Area Transit Title VI complaint procedures.

2.4.1 Filing a Transit-Related Complaint with Columbus Area Transit

Persons Eligible to File

Any person who believes they, or any program beneficiary, has been subjected to unequal treatment or discrimination in their receipt of transit benefits and/or services on the basis of race, color, or national origin may file a Title VI complaint with Columbus Area Transit. Complaints may be filed directly by the affected individual(s) or by a representative on their behalf.

Complaint Substance and Format

To file a complaint with Columbus Area Transit, complainants should complete and submit the agency's Title VI Complaint Form or submit a written letter containing the following information:

¹ <https://dot.nebraska.gov/media/mgflsav/ndot-limited-english-proficiency-plan.pdf>

- The name(s) of the persons(s) filing the complaint (the complainant)
- Mailing address and phone number of the complainant(s)
- Name of the person(s) or entity alleged to have engaged in discrimination
- Date of the incident
- A detailed description of the incident
- An explanation of how the incident involved discrimination based on race, color, or national origin
- The names, mailing addresses, and phone numbers of witnesses or third parties to the incident
- Any additional information relevant to the complaint

A complaint may be filed on behalf of another person with their expressed written consent. The Title VI Complaint Form or letter of complaint must be signed by the complainant or by their authorized representative.

Time Frame for Filing Complaints

Complaints must be received no more than 180 calendar days after the alleged incident and must involve allegations of discrimination on the basis of race, color, or national origin to be investigated as an unlawful discriminatory practice under Title VI. FTA may grant an extension.

If Columbus Area Transit receives a complaint, Columbus Area Transit will submit the complaint to the NDOT Civil Rights Office for review.

After a complaint is received, an NDOT investigator will determine whether it meets the criteria and whether NDOT has jurisdiction. The complainant will receive an acknowledgement letter by mail about whether the investigation will proceed.

Processing and Investigating Complaints

NDOT strives to complete investigations within 90 days. At any time during the investigation, the investigator may request additional information to assist in the investigation of the incident. The complainant will be given 15 business days to respond to the request for additional information. If NDOT is not contacted by the complainant or does not receive the additional information within 15 business days, NDOT can administratively close the case. The case can be administratively closed if the complainant no longer wants to pursue the case.

Closing a Complaint

After NDOT reviews the complaint, one of two letters will be issued to the complainant: a closure letter or a letter of finding. A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A letter of findings summarizes the allegations and the interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the staff member, or other action will occur. Complainants have 30 days to appeal the findings of the investigation.

Contact Information

Complaint forms are available on the Columbus Area Transit website at <https://www.columbusne.us/125/Columbus-Area-Transit>. For additional questions regarding Columbus Area Transit's Title VI complaint procedures or Title VI Program, individuals may contact

Columbus Area Transit at the contact information provided in **Section 1.4**. For more information on NDOT's Title VI complaints procedure or Title VI Program, or for assistance placing a complaint in writing or for language assistance, contact the NDOT Civil Rights Office at the contact information provided in **Section 1.4**.

2.4.2 Columbus Area Transit Title VI Complaint Form

See **Appendix B** for a copy of the Columbus Area Transit Title VI Discrimination Complaint Form.

2.5 List of Title VI Investigations, Complaints, and Lawsuits

As of the current Title VI Program submission, no transit-related complaints specific to Title VI were filed; therefore, there are no incidents to track or report. Columbus Area Transit would use the Complaint and Lawsuit Tracking Form in **Appendix D** to conduct an investigation, receive a complaint, or file a lawsuit alleging discrimination on the basis of race, color, or national origin. Columbus Area Transit will report all Title VI complaints to the NDOT Civil Rights Office and FTA.

2.6 Inclusive Public Participation

Columbus Area Transit's public involvement strategy is intended to promote awareness and provide ample opportunity for the public to participate in the Columbus Area Transit transportation decision-making surrounding projects, fares and/or service charges, and application for federal operating assistance. Examples include the following:

- Ensuring the timely dissemination of information to the public
- Considering the input and encouraging the participation of underserved groups in the Columbus Area Transit transportation decision-making process
- Granting timely public notice and an adequate review period through this process
- Facilitating adequate public review of major project revisions
- Granting the opportunity for the review of proposed and final plans
- Encouraging and documenting public comment

For these purposes, Columbus Area Transit will announce and hold a public hearing in the event of a fare increase, major change in service, or capital construction project. Additionally, Columbus Area Transit will provide adequate public notice in the event of a vehicle purchase or when submitting an application for state or federal operating assistance funds with no major service changes or fare increases.

For the purpose of definition, a major change or reduction service will include a reduction in total system vehicle-hours of 10 percent or more, the elimination of service in an area with a population of 2,000 or more, the elimination of service on one or more days of the week, or a change in the type of transit service in an area with a population of 2,000 or more. A fare increase will include an increase in single ride fare for any transit service including other fare categories or a decrease in the discount(s) offered for fare categories.

Public hearings will be advertised in a newspaper of general circulation in the geographic area the project will serve at least 15 calendar days in advance of the public hearing, and the comment period will extend 15 days following the public hearing. Notice of hearings will include a concise description of the proposed project and will advertise the availability of translated copies of said hearing notice and/or other publicly released meeting documents in accordance with the Columbus Area Transit LAP. Hearings will be held in accessible locations and at times convenient for public attendance.

Written or verbal comments from the public will be accepted during and for at least 10 days following the public hearing. These comments will be reviewed as part of the agency's decision-making process surrounding transportation projects.

An agency staff member will record and prepare formal minutes of the public hearing. These minutes will be available to the public on request. Translations of these minutes, as well as other publicly released meeting documents (e.g., announcements, surveys, comment cards), will be made available to members of the public on request. The availability of translated minutes and other public documents will be advertised on the agency's public hearing notice.

Summary of Past Outreach Efforts

Columbus Area Transit routinely performs outreach to the public by posting on social media.

Columbus Area Transit personnel report approximately 5% interactions with persons of limited English proficiency – an estimate supported by the LAP four-factor analysis. Nonetheless, the agency's current public participation strategy has been reviewed and revised to provide opportunities for meaningful access and participation by persons of limited English proficiency.

2.7 Providing Meaningful Access to LEP Persons

Columbus Area Transit provides transportation to the general public located in the City of Columbus. Columbus Area Transit personnel report that contact with LEP persons is rare. However, the following analysis was completed to inform a Language Assistance Plan that considers the needs of LEP persons who could potentially be encountered by the agency as it administers its programs in the service area.

To facilitate this analysis, 2019-2023 America Community Survey data was analyzed for the agency's service area to inform the Four-Factor Analysis. The data show that the number and proportion of LEP persons in the service area is significant, with approximately 77 percent of the population estimated to speak only English. These results and the Columbus Area Transit four-factor analysis can be found in **Appendix C**.

Service Area Profile Conclusions

Based on the four-factor analysis, the number and proportion of non-English speaking LEP persons in the vicinity of Columbus Area Transit is significant, with Spanish exceeding the Safe Harbor Threshold of 1,000 and more LEP persons or greater than 5 percent of the service area population. As a result, Columbus Area Transit has identified a current need to develop additional language assistance measures for Spanish translation services. Should staff encounter individuals with limited English proficiency in Spanish or other languages, employees are trained to respond appropriately and to provide meaningful access to services, as detailed in the Language Assistance Plan, using language assistance resources available through NDOT.

Language Assistance Plan

Columbus Area Transit has access to language assistance resources through NDOT, including document translation and verbal interpretation services. Using this resource, Columbus Area Transit's Title VI Notice to the Public, Discrimination Complaint Form, and Discrimination Complaint Procedures Form have been translated into Spanish for public distribution and for posting on the agency's website. In the event of a public hearing by Columbus Area Transit, publicly distributed meeting documents, including meeting minutes, can be translated upon request using these resources.

Columbus Area Transit has access to verbal interpretation services through NDOT. These resources will be used whenever in-person or over-the-phone interpretation is required to assist riders. The

agency will also take reasonable steps to support LEP individuals who may choose to access its programs and services in the future.

Additionally, "I Speak" cards will be available at the agency's main office. These cards allow LEP individuals to quickly identify their spoken language when it cannot be easily determined by staff. This tool will help Columbus Area Transit identify language assistance needs as they arise and ensure appropriate support is provided.

2.7.1 Monitoring and Updating the Columbus Area Transit LAP

Columbus Area Transit understands that language needs will change as the service area population changes. Columbus Area Transit will revisit the LAP every 3 years and make appropriate changes. Updates may include the following:

- The number of documented LEP person contacts encountered since the last update
- Description of how the needs of LEP persons have been addressed
- Determination of the current LEP population in the agency service area
- Determination of whether the need for language assistance has changed
- Determination of whether local language assistance has been effective and sufficient at meeting needs
- Determination of whether the agency's available outreach resources are sufficient to supply necessary language assistance
- Determination of whether complaints have been received concerning the agency's failure to meet the needs of LEP persons

2.7.2 Employee Training

The Columbus Area Transit personnel are required to review the current Title VI Program document and sign a written statement declaring their understanding of their obligation to provide service regardless of race, color, or national origin.

Necessary personnel will be familiar with the agency's procedures for handling a potential Title VI complaint.

Tammy Orrender, Title VI coordinator, has taken part in the Title VI planning and training sessions through NDOT.

Additional resources for employee training include a Title VI training course hosted by NDOT and ongoing Title VI assistance and oversight provided by the NDOT Civil Rights Office.

Commented [OT3]: This line was added after I completed the training.

2.8 Planning and Advisory Bodies

Columbus Area Transit does not have a transit-related, non-elected planning board, advisory council, or other committee. In the event such a committee were established prior to the Columbus Area Transit's next Title VI program submission, the demographic makeup of the planning board or committee would be summarized, as required.

2.9 Equity Analysis to Determine Site or Location of Facilities

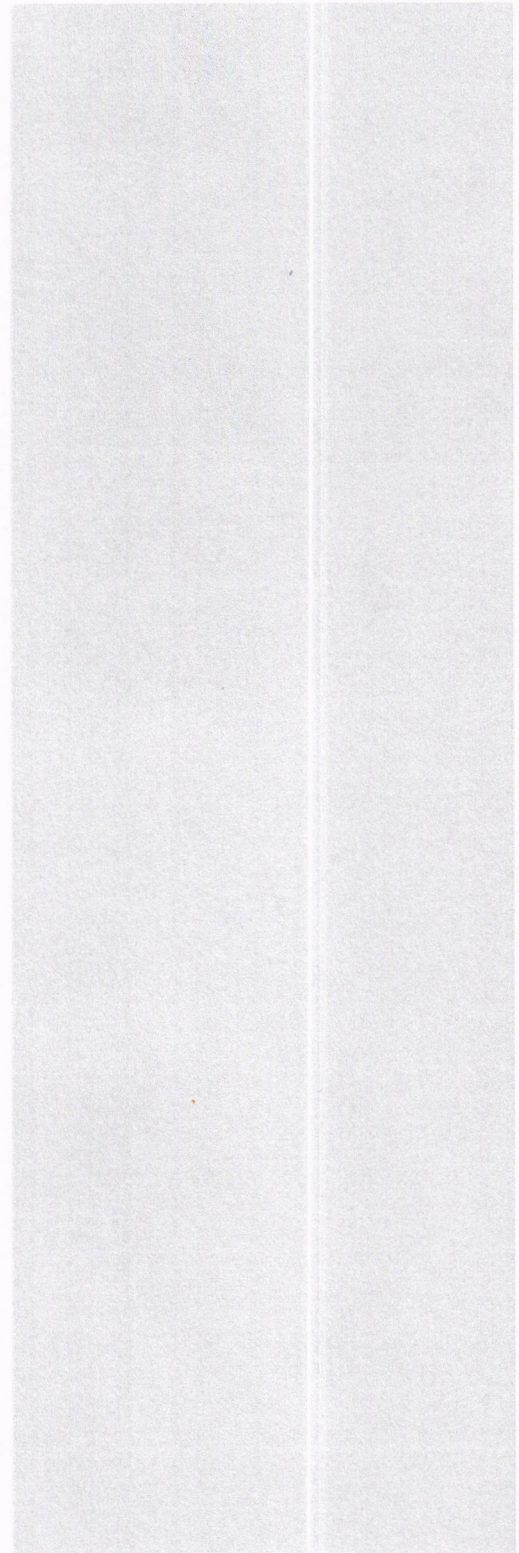
Columbus Area Transit will complete a Title VI equity analysis during the planning stage for construction projects using FTA funds with regard to where a project is located or sited and to

compare the impact of siting alternatives. The purpose of the equity analysis will be to ensure that the determination of the site or location of facilities was made without denying anyone the benefits of the federally funded program, or subjecting anyone to discrimination on the basis of race, color, or national origin. Copies of subsequent equity analyses will be included in NDOT's 2029 Title VI Program submission. Columbus Area Transit will complete an equity analysis for projects related to facilities, including but not limited to storage facilities, maintenance facilities, operations centers, etc. NDOT follows the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

As of the publication of this Title VI Program Plan, no new location or existing facility upgrade is programmed for the time period of this plan. If one is programmed after approval, it will be amended into this document as an appendix.

3 Requests for Additional Information

Columbus Area Transit will fully cooperate with any FTA investigation of discrimination complaints to the extent required by Title VI regulations of FTA Circular 4702.1B.



Appendix A
Columbus Area Transit Title VI Notice

Title VI Notice to the Public

Columbus Area Transit operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint of discrimination by completing and submitting the agency's Title VI Discrimination Complaint Form. This form can be downloaded on the subrecipient's website at <https://www.columbusne.us/125/Columbus-Area-Transitor> requested by contacting Tammy Orender at the address provided below.

To request more information on the agency's Title VI obligations or to obtain a detailed description of the agency's Title VI discrimination complaint procedures, please visit the agency website or contact the agency using the information provided. A telephone interpreter can be provided to assist persons of limited English proficiency.

Questions about Title VI? Please contact:

¿Preguntas sobre el Título VI? Por favor comuníquese con:



Subrecipient Organization: Columbus Area Transit

Attn: Tammy Orender

Mailing Address: ~~1058 28 Ave~~ 2500 14 Street, Suite 3

City, State ZIP: Columbus, NE 68601



Phone: 402-562-4243



Email: tammy.orender@columbusne.us



Website: <https://www.columbusne.us/125/Columbus-Area-Transit>

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Notificación al Público sobre el Título VI

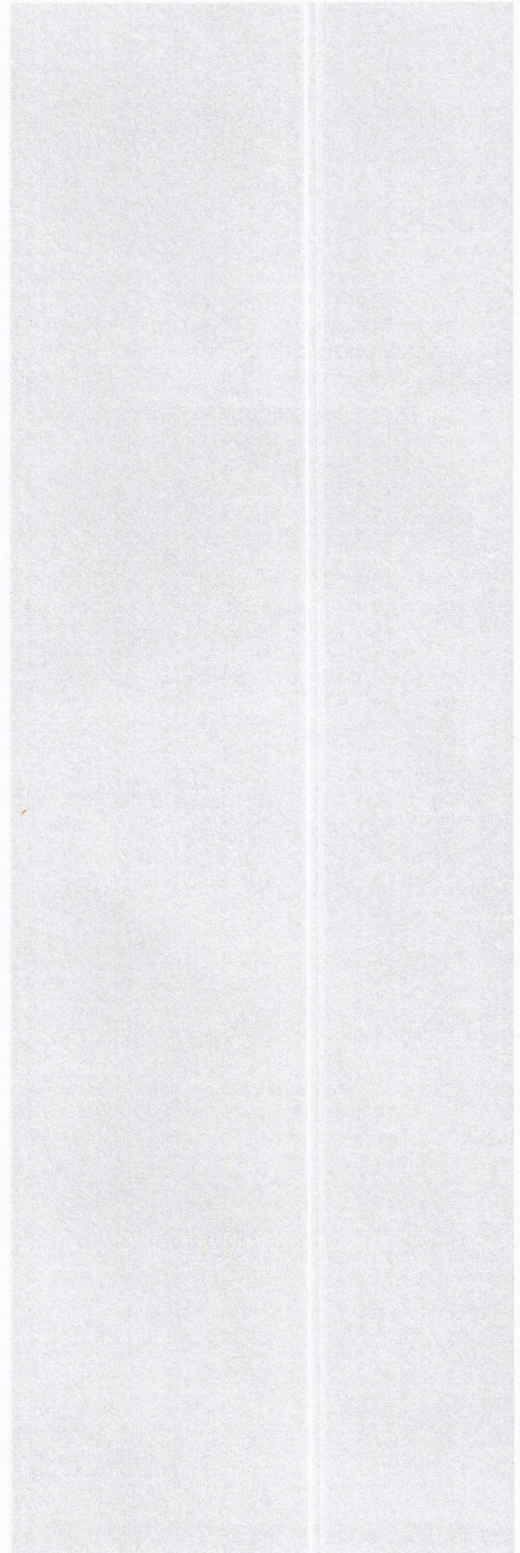
Columbus Area Transit opera sus programas y servicios sin tomar en cuenta raza, color, u origen nacionalidad de conformidad con el Título VI del Acta de Derechos Civiles. Cualquier persona que crea que ha sido agraviada por cualquier práctica discriminatoria ilegal bajo el Título VI puede presentar una queja de discriminación al completar y enviar el Formulario de Queja de Discriminación de Título VI de la agencia. Este formulario se puede descargar del sitio web del subreceptor en <https://www.columbusne.us/125/Columbus-Area-Transito> solicitarse comunicándose con Tammy Orendera la dirección proporcionada arriba.

Para solicitar mas información sobre las obligaciones de Título VI de la agencia o para obtener una descripción detallada del procedimiento de Quejas de Discriminación del Título VI, favor de visitar la pagina de la agencia o contactar la agencia a la dirección proporcionada arriba. Un interprete telefónico está disponible para asistir personas de dominio de Inglés limitado.



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Appendix B
Columbus Area Transit Title VI Discrimination Complaint Form



Title VI Discrimination Complaint Form

Please complete, sign, and return this form to the address listed at the bottom of the page.

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Complainant name				
Address		City	State	Zip code
Phone		Email		



Person discriminated against, if different from complainant				
Address		City	State	Zip code
Phone		Email		

Type of discrimination:	<input type="checkbox"/> Race/Color	<input type="checkbox"/> Age	<input type="checkbox"/> Sex	<input type="checkbox"/> National origin	<input type="checkbox"/> Disability	<input type="checkbox"/> Other
Date of incident						

Please provide the date and location of the alleged discriminatory actions, including both the earliest and most recent incidents.

Please provide a brief and clear account of the discriminatory incident, including details of what happened, who was involved and any differential treatment compared to others. You may also include supporting materials for your complaint. Please attach any additional written or supporting information that you believe is relevant to this complaint.

Please provide the names and contact information of persons, including witnesses or others, whom we may contact for additional information to investigate your complaint.



To process your complaint, please ensure it is signed and dated below.		MAIL 	
Signature			
Date		EMAIL 	

OFFICE USE ONLY	
Received by	Date received

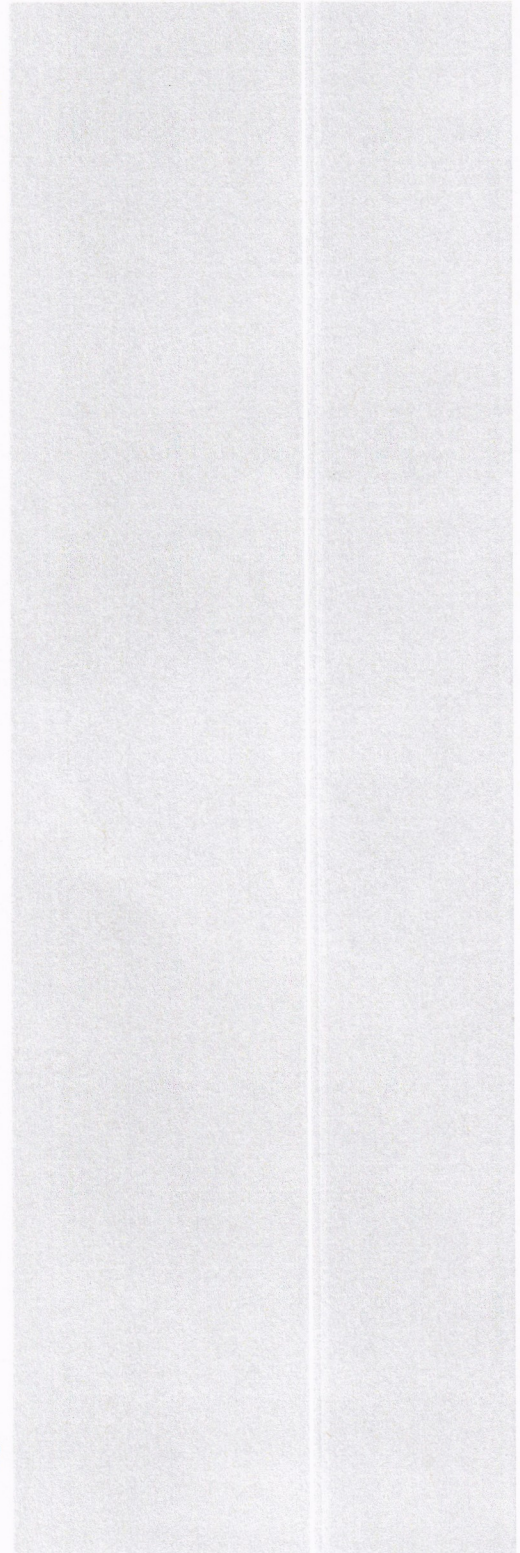
Título VI Formulario de queja por discriminación NEBRASKA

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Complete, firme y envíe este formulario a la dirección que aparece en la parte inferior de la página.

Nombre del denunciante						
Dirección		Ciudad		Estado	Código postal	
Teléfono		Correo electrónico				
Víctima de la discriminación, si es diferente del denunciante						
Dirección		Ciudad		Estado	Código postal	
Teléfono		Correo electrónico				
Tipo de discriminación:	<input type="checkbox"/> Raza/Color	<input type="checkbox"/> Edad	<input type="checkbox"/> Sexo	<input type="checkbox"/> Nación de origen	<input type="checkbox"/> Discapacidad	<input type="checkbox"/> Otra opción
Fecha del incidente						
Proporcione la fecha y el lugar de las supuestas acciones discriminatorias, incluidos tanto los incidentes más tempranos como los más recientes.						
Proporcione un informe breve y claro del incidente discriminatorio, incluidos los detalles de lo que sucedió, quién estuvo involucrado y cualquier tratamiento diferencial en comparación con otros. También puede incluir materiales de respaldo para su queja. Adjunte cualquier información adicional por escrito o de apoyo que considere relevante para esta queja.						
Proporcione los nombres y la información de contacto de las personas, incluidos los testigos u otras personas, con quienes podamos comunicarnos para obtener información adicional para investigar su queja.						
Para procesar su queja, asegúrese de que esté firmada y fechada a continuación.						
Firma			DIRECCIÓN POSTAL			
Fecha			CORREO ELECTRÓNICO			
						
SOLO PARA USO DEL OFICINA						
Recibido por				Fecha de recepción		

Appendix C
Columbus Area Transit Four-Factor Analysis and Language
Assistance Plan



Columbus Area Transit Four-Factor Analysis

Columbus Area Transit provides transportation to the general public located within the City of Columbus. Columbus Area Transit personnel report regular contact with clients of limited English proficiency (LEP), with approximately 5 percent of rider in contact with the program being Spanish speakers. The following analysis was completed to inform a Language Assistance Plan that considers the needs of LEP persons who could potentially be encountered by the agency as it administers its programs in the service area.

To facilitate this analysis, 2019-2023 American Community Survey data was analyzed for the agency's service area to inform the Four-Factor Analysis. The data show that the number and proportion of LEP persons in the service area is significant, with approximately 77 percent of the population estimated to speak only English.

Based on the four-factor analysis, the number and proportion of non-English speaking LEP persons in the vicinity of Columbus Area Transit is significant, with Spanish exceeding the Safe Harbor Threshold of 1,000 or more LEP persons and greater than 5 percent of the service area population. Moreover, the agency personnel report that contract with LEP persons is regular, with approximately 5 percent of rider in contact with the program being Spanish speakers. As a result, Columbus Area Transit has identified a current need to develop additional language assistance measures. Should staff encounter individuals with limited English proficiency, employees are trained to respond appropriately and to provide meaningful access to services, as detailed in the Language Assistance Plan, using language assistance resources available through NDOT.

Factor 1: The number or proportion of LEP persons eligible to be served or likely to encountered by the program or recipient

Columbus Area Transit provides transportation service for the residents within the City of Columbus. To estimate the number and proportion of individuals with LEP in the service area, data from the 2019-2023 American Community Survey was reviewed. For this analysis, LEP is defined as individuals who speak English less than "very well". LEP may also refer to individuals with limited ability to read, write, or understand English.

Columbus Area Transit service area LEP profile

- The total number of persons over the age of five within the City of Columbus is 22,484.
- Approximately 77 percent of this total population speak English only.
- Spanish is the largest non-English language group in the Columbus Area Transit service area. This language group is estimated to be 2,360 LEP persons, or approximately 10.5 percent of the area's total population.
- Other language groups in the Columbus Area Transit service area contained a low number or proportion of LEP persons that did not surpass the Safe Harbor Threshold of 1,000 LEP persons or greater than 5 percent proportion of LEP persons in the service area. Notably, only 28 LEP persons were identified within the service area as speaking a language other than Spanish.

Factor 1a: How LEP persons interact with the agency

Agency staff report that contact with LEP individuals is regular, with approximately 5 percent of rider in contact with the program being Spanish speakers. It is estimated that such contact would most likely occur while scheduling or providing transportation.

Factor 1b: Literacy skills of LEP persons in their native language to determine whether the translation of written documents will be an effective practice

No complete data on native language literacy was available. If additional data becomes available, it will be incorporated into future analyses. Based on current resources and practices, the agency does not anticipate significant barriers to service due to literacy limitations.

Factor 1c: Whether LEP persons are underserved due to language barriers

Columbus Area Transit personnel report that interaction with LEP individuals is regular, with approximately 5 percent of rider in contact with the program being Spanish speakers. This estimate is supported by the number and proportion of LEP individuals residing within the service area. Given the current ridership reflects the LEP population in the area, it is not estimated that barriers to service due to language exist at this time.

Factor 2: Frequency of Contact with LEP persons

Columbus Area Transit personnel report that interaction with LEP individuals while administering programs and services is about five (5) percent of the ridership.

Factor 3: Nature and importance of the Program, Activity, or Service

Columbus Area Transit operates a public transportation agency, which is available to all residents within the service area. These services provide essential mobility services and access to critical destinations. These destinations include but are not limited to, medical appointments, employment, education, shopping, and social activities. The agency considers its services to be highly important to the community.

Factor 4: Resources Available and Associated Costs

Columbus Area Transit has access to Title VI LEP outreach resources through NDOT, including document translation assistance and verbal translation over the phone using Nebraska Language Line, Title VI template documents (e.g., Title VI Notice to the Public, Title VI Complaint Form, etc.), and general Title VI assistance and oversight.

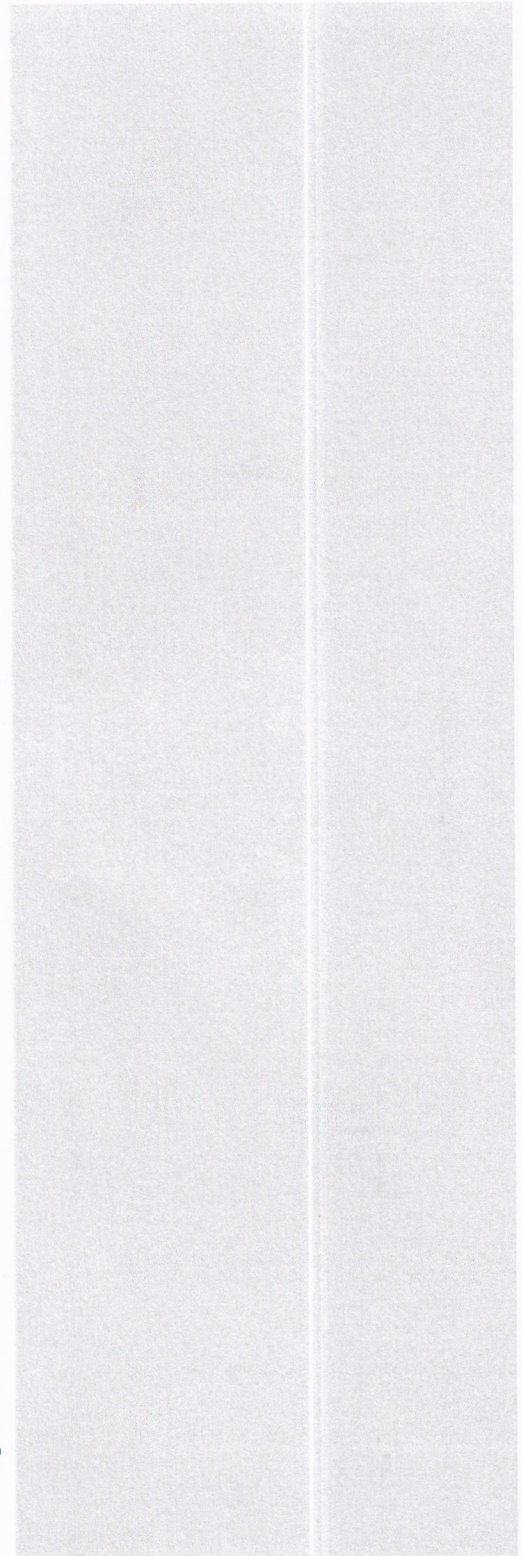
Language Assistance Plan

Columbus Area Transit has access to language assistance resources through NDOT, including document translation and verbal interpretation services. Using this resource, Columbus Area Transit's Title VI Notice to the Public, Discrimination Complaint Form, and Discrimination Complaint Procedures Form have been translated into Spanish for public distribution and for posting on the agency's website. In the event of a public hearing by Columbus Area Transit, publicly distributed meeting documents, including meeting minutes, can be translated upon request using these resources.

Columbus Area Transit has access to verbal interpretation services through NDOT. These resources will be used whenever in-person or over-the-phone interpretation is required to assist riders. The agency will also take reasonable steps to support LEP individuals who may choose to access its programs and services in the future.

Additionally, "I Speak" cards will be available at the agency's main office. These cards allow LEP individuals to quickly identify their spoken language when it cannot be easily determined by staff. This tool will help Columbus Area Transit identify language assistance needs as they arise and ensure appropriate support is provided.

Appendix D
Columbus Area Transit Title VI Complaint Investigation Log



Title VI Complaint and Lawsuit Tracking Form

Title VI Complaints							
Complainant Name	Date of Incident	Date Filed	Summary of Complaint (include basis of complaint: race, color, or national origin)	Complaint resulted in investigation? (Y/N)	Status of complaint: active or closed?	Summary of Findings OR Reason Complaint was not Investigated (N/A if active)	Notes

Title VI Lawsuits						
Name of Plaintiff	Date of Incident	Date Filed	Allegation(s)	Status: Active or Closed?	Result (N/A if active)	Notes

Submitted by:

Subrecipient Organization: Columbus Area Transit

Attn: Tammy Orender

Address: ~~1058-28 Ave 2500 14 Street, Suite 3~~

City, State ZIP: Columbus, NE 68601

Phone: 402-562-4243

Email: tammy.orender@columbusne.us

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NEBRASKA

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4.I. Resolution No. R26-07 authorizing payment of various improvement projects.

DRAFT

RESOLUTION NO. R26-07

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER TO WIT: B-D CONSTRUCTION, INC., ROSELAWN CEMETERY MAINTENANCE BUILDING ADDITION, \$10,124.46; B-D CONSTRUCTION, INC., ROSELAWN CEMETERY MAINTENANCE BUILDING ADDITION, \$23,831.52; GEHRING CONSTRUCTION & READY MIX CO., INC., CONCRETE PAVING IMPROVEMENTS 2026, \$22,104.00.

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

B-D Construction, Inc.	Roselawn Cemetery Maint. Bldg	\$10,124.46
B-D Construction, Inc.	Roselawn Cemetery Maint. Bldg	\$23,831.52
Gehring Construction & Ready-Mix Co., Inc.	Concrete Pav Improve 2026	\$22,104.00

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

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

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

PROJECT: ROSELAWN CEMETARY MAINT BLDG

APPLICATION NO: 5
PERIOD TO: 12/30/2025

DISTRIBUTION TO:
+ OWNER
- ARCHITECT
- CONTRACTOR

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

VIA (ARCHITECT): 1x2 Architecture
18410 Meredith Ave.
Omaha, NE 68022

ARCHITECT'S PROJECT NO: 25027

CONTRACT FOR: Roselawn Cemetery

CONTRACT DATE: 6/17/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>237,688.00</u>
2. Net Change by Change Orders	\$	<u>6,099.61</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>243,787.61</u>
4. TOTAL COMPLETED AND STORED TO DATE	\$	<u>238,315.20</u>
5. RETAINAGE:		
a. <u>10.00</u> % of Completed Work	\$	<u>23,831.52</u>
b. <u>0.00</u> % of Stored Material	\$	<u>0.00</u>
Total retainage (Line 5a + 5b)	\$	<u>23,831.52</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>214,483.68</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>204,359.22</u>
8. CURRENT PAYMENT DUE	\$	<u>10,124.46</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>29,303.93</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	6,099.61	0.00
TOTALS	6,099.61	0.00
NET CHANGES by Change Order	6,099.61	

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

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

By: Bryan L. Kearney / Project Manager Date: 12.30.25

State of: NE

County of: Platte

Subscribed and Sworn to before me this 30th Day of Dec. 20 25

Notary Public: Cheryl L Brewer 

My Commission Expires : May 19, 2029

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 10,124.46

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

ARCHITECT: Richard J Bogus Date: 1-14-26

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

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

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

PROJECT: ROSELAWN CEMETARY MAINT BLDG

APPLICATION NO: 5
PERIOD TO: 12/30/2025

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT): 1x2 Architecture
18410 Meredith Ave.
Omaha, NE 68022

ARCHITECT'S PROJECT NO: 25027

CONTRACT FOR: Roselawn Cemetery

CONTRACT DATE: 6/17/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	11,582.00	10,423.80	1,158.20	0.00	11,582.00	100.00	0.00	1,158.20
2	Professional Design	29,050.00	29,050.00	0.00	0.00	29,050.00	100.00	0.00	2,905.00
3	Demoliton	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00	0.00	120.00
4	Reinforcing Steel	2,973.00	2,973.00	0.00	0.00	2,973.00	100.00	0.00	297.30
5	Concrete Foundations	10,800.00	10,800.00	0.00	0.00	10,800.00	100.00	0.00	1,080.00
6	Concrete Flatwork	11,456.00	11,456.00	0.00	0.00	11,456.00	100.00	0.00	1,145.60
7	Rough Carpentry	2,888.00	2,888.00	0.00	0.00	2,888.00	100.00	0.00	288.80
8	Thermal Insulation	5,087.00	5,087.00	0.00	0.00	5,087.00	100.00	0.00	508.70
9	Metal Doors & Hardware	6,259.00	6,259.00	0.00	0.00	6,259.00	100.00	0.00	625.90
10	Overhead Doors	7,936.00	7,936.00	0.00	0.00	7,936.00	100.00	0.00	793.60
11	Gypsum Board	2,450.00	2,450.00	0.00	0.00	2,450.00	100.00	0.00	245.00
12	Painting	2,007.00	2,007.00	0.00	0.00	2,007.00	100.00	0.00	200.70
13	Pre-Engineered Steel	48,768.00	48,768.00	0.00	0.00	48,768.00	100.00	0.00	4,876.80
14	Plumbing Trench Drains	19,494.00	19,494.00	0.00	0.00	19,494.00	100.00	0.00	1,949.40
15	HVAC	33,416.00	25,551.00	7,865.00	0.00	33,416.00	100.00	0.00	3,341.60
16	Electrical	25,502.00	25,502.00	0.00	0.00	25,502.00	100.00	0.00	2,550.20
17	Earthwork	8,904.00	8,904.00	0.00	0.00	8,904.00	100.00	0.00	890.40
18	Performance Bond	3,571.00	3,571.00	0.00	0.00	3,571.00	100.00	0.00	357.10
19	Code Review	555.00	555.00	0.00	0.00	555.00	100.00	0.00	55.50
20	Overhead & Profit	15,990.00	14,391.00	1,599.00	0.00	15,990.00	100.00	0.00	1,599.00
21	Design Already Invoiced For Prior to GMP Amdendment	-12,200.00	-12,200.00	0.00	0.00	-12,200.00	100.00	0.00	-1,220.00

**AIA Type Document
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TO (OWNER): City Of Columbus
2500 14th Street
Suite 3
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PROJECT: ROSELAWN CEMETARY MAINT BLDG

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VIA (ARCHITECT): 1x2 Architecture
18410 Meredith Ave.
Omaha, NE 68022

ARCHITECT'S PROJECT NO: 25027

CONTRACT FOR: Roselawn Cemetery

CONTRACT DATE: 6/17/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Paint Existing Restroom Walls	627.20	0.00	627.20	0.00	627.20	100.00	0.00	62.72
23	Replace Electrical Panel	3,165.28	0.00	0.00	0.00	0.00	0.00	3,165.28	0.00
24	Replace Steel Entrance Door	2,307.13	0.00	0.00	0.00	0.00	0.00	2,307.13	0.00
REPORT TOTALS		\$243,787.61	\$227,065.80	\$11,249.40	\$0.00	\$238,315.20	97.76	\$5,472.41	\$23,831.52

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

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

PROJECT: ROSELAWN CEMETARY MAINT BLDG

APPLICATION NO: 6
PERIOD TO: 12/30/2025

DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

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

VIA (ARCHITECT): 1x2 Architecture
18410 Meredith Ave.
Omaha, NE 68022

ARCHITECT'S PROJECT NO: 25027

CONTRACT FOR: Roselawn Cemetery

CONTRACT DATE: 6/17/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>237,688.00</u>
2. Net Change by Change Orders	\$	<u>6,099.61</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>243,787.61</u>
4. TOTAL COMPLETED AND STORED TO DATE	\$	<u>238,315.20</u>
5. RETAINAGE:		
a. <u>0.00</u> % of Completed Work	\$	<u>0.00</u>
b. <u>0.00</u> % of Stored Material	\$	<u>0.00</u>
Total retainage (Line 5a + 5b)	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>238,315.20</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>214,483.68</u>
8. CURRENT PAYMENT DUE	\$	<u>23,831.52</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>5,472.41</u>

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

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

By: Bryan L. Kearney Date: 12.30.25
Bryan L. Kearney / Project Manager

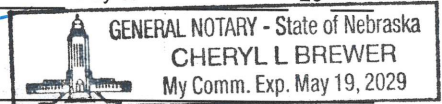
State of: NE

County of: Platte

Subscribed and Sworn to before me this 30th Day of Dec. 2025

Notary Public: Cheryl L Brewer

My Commission Expires : May 19, 2029



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 23,831.52

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

ARCHITECT: Richard J Bogus Date: 1-14-26
By: _____

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	6,099.61	0.00
TOTALS	6,099.61	0.00
NET CHANGES by Change Order	6,099.61	

AIA Type Document
Application and Certification for Payment

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

PROJECT: ROSELAWN CEMETARY MAINT BLDG

APPLICATION NO: 6
PERIOD TO: 12/30/2025

DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

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

VIA (ARCHITECT): 1x2 Architecture
 18410 Meredith Ave.
 Omaha, NE 68022

ARCHITECT'S PROJECT NO: 25027

CONTRACT FOR: Roselawn Cemetery

CONTRACT DATE: 6/17/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	11,582.00	11,582.00	0.00	0.00	11,582.00	100.00	0.00	0.00
2	Professional Design	29,050.00	29,050.00	0.00	0.00	29,050.00	100.00	0.00	0.00
3	Demoliton	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00	0.00	0.00
4	Reinforcing Steel	2,973.00	2,973.00	0.00	0.00	2,973.00	100.00	0.00	0.00
5	Concrete Foundations	10,800.00	10,800.00	0.00	0.00	10,800.00	100.00	0.00	0.00
6	Concrete Flatwork	11,456.00	11,456.00	0.00	0.00	11,456.00	100.00	0.00	0.00
7	Rough Carpentry	2,888.00	2,888.00	0.00	0.00	2,888.00	100.00	0.00	0.00
8	Thermal Insulation	5,087.00	5,087.00	0.00	0.00	5,087.00	100.00	0.00	0.00
9	Metal Doors & Hardware	6,259.00	6,259.00	0.00	0.00	6,259.00	100.00	0.00	0.00
10	Overhead Doors	7,936.00	7,936.00	0.00	0.00	7,936.00	100.00	0.00	0.00
11	Gypsum Board	2,450.00	2,450.00	0.00	0.00	2,450.00	100.00	0.00	0.00
12	Painting	2,007.00	2,007.00	0.00	0.00	2,007.00	100.00	0.00	0.00
13	Pre-Engineered Steel	48,768.00	48,768.00	0.00	0.00	48,768.00	100.00	0.00	0.00
14	Plumbing Trench Drains	19,494.00	19,494.00	0.00	0.00	19,494.00	100.00	0.00	0.00
15	HVAC	33,416.00	33,416.00	0.00	0.00	33,416.00	100.00	0.00	0.00
16	Electrical	25,502.00	25,502.00	0.00	0.00	25,502.00	100.00	0.00	0.00
17	Earthwork	8,904.00	8,904.00	0.00	0.00	8,904.00	100.00	0.00	0.00
18	Performance Bond	3,571.00	3,571.00	0.00	0.00	3,571.00	100.00	0.00	0.00
19	Code Review	555.00	555.00	0.00	0.00	555.00	100.00	0.00	0.00
20	Overhead & Profit	15,990.00	15,990.00	0.00	0.00	15,990.00	100.00	0.00	0.00
21	Design Already Invoiced For Prior to GMP Amdendment	-12,200.00	-12,200.00	0.00	0.00	-12,200.00	100.00	0.00	0.00

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

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2500 14th Street
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Columbus, NE 68601

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VIA (ARCHITECT): 1x2 Architecture
18410 Meredith Ave.
Omaha, NE 68022

ARCHITECT'S PROJECT NO: 25027

CONTRACT FOR: Roselawn Cemetery

CONTRACT DATE: 6/17/2025

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Paint Existing Restroom Walls	627.20	627.20	0.00	0.00	627.20	100.00	0.00	0.00
23	Replace Electrical Panel	3,165.28	0.00	0.00	0.00	0.00	0.00	3,165.28	0.00
24	Replace Steel Entrance Door	2,307.13	0.00	0.00	0.00	0.00	0.00	2,307.13	0.00
REPORT TOTALS		\$243,787.61	\$238,315.20	\$0.00	\$0.00	\$238,315.20	97.76	\$5,472.41	\$0.00



Contractor's Application and Certificate of Payment

200-200-57300-20071 - 22,104.00

		Contractor's Application for Payment No: 1	
		Application Period: (From - to) Start to 1/6/26	
To: City of Columbus (Owner)	From (Contractor): Gehring Construction & Ready Mix Co., Inc.	Contractor's Project No.:	
Project Name: Concrete Paving Improvements 2026	Via (Consulting Engineer / Architect): City of Columbus		
Fiscal Year Budget Number: 200-200-57300-20071			

Application For Payment

Field Order and Change Order Summary

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

1. ORIGINAL CONTRACT PRICE.....	\$	1,897,618.10
2. Net change by Field Order and Change Orders.....	\$	-
3. Current Contract Price (Line 1 ± 2).....	\$	1,897,618.10
4. TOTAL COMPLETED AND STORED TO DATE (Column H on Progress Estimate).....	\$	24,560.00
5. RETAINAGE: (Capped at 10% at 50% of Line 3) (When line 4 is over 50% of Line 3 do calculation of Line 3 x .5 x .1 to get Retainage)	\$	2,456.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$	22,104.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....		
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7).....	\$	22,104.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3- Line 6).....	\$	1,875,514.10

(To double check Line 9 Take Column 1 + Line 5 should = Line 9 calculations)

Contractor's Certification

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

Contractor: Gehring Construction & Ready Mix Co., Inc.
 By: Stephen Anderson Date: 1-6-26
 Printed/Typed Name: Stephen Anderson

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

is recommended by: _____
 (Consulting Engineer/Architect) _____ (Date)

Payment of: \$ _____
 22,104.00
 (Line 8 or other - attach explanation of the other amount)

is approved by: Richard J Bogus _____
 (City Engineer) _____ (Date) 1-14-26

Approved by: _____
 Funding Agency (if applicable) _____ (Date)

APPLICATION AND CERTIFICATE FOR PAYMENT

Containing Contractor's signed Certification is attached

Project Name: Concrete Paving Improvements 2026			Contractor's Pay Application: 1								
Application Period: (From - To)			Start to 1/6/26								
A Item			B	C	D	E	F	G	H		I
Bid Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
PROJECT A: 33RD AVENUE FROM NORTH OF 30TH STREET TO SOUTH OF 38TH STREET											
1	Mobilization	JOB	1	\$ 50,000.00	\$ 50,000.00		\$ -		\$ -	0	\$ 50,000.00
2	Traffic and Pedestrian Control	JOB	1	\$ 12,500.00	\$ 12,500.00		\$ -		\$ -	0	\$ 12,500.00
3	NPDES, SWPPP, and BMP Maintenance	JOB	1	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -	0	\$ 2,500.00
4	Curb or Grate Inlet Filter BMP	EA	11	\$ 300.00	\$ 3,300.00		\$ -		\$ -	0	\$ 3,300.00
5	Remove Paving, Including Sawing	SY	14,570	\$ 6.00	\$ 87,420.00		\$ -		\$ -	0	\$ 87,420.00
6	Remove Storm Sewer	LF	232	\$ 10.50	\$ 2,436.00		\$ -		\$ -	0	\$ 2,436.00
7	Remove Grate Inlet	EA	18	\$ 500.00	\$ 9,000.00		\$ -		\$ -	0	\$ 9,000.00
8	Remove & Reset Monument Well	EA	1	\$ 500.00	\$ 500.00		\$ -		\$ -	0	\$ 500.00
9	Remove & Reset Sign with Telespar Post	EA	23	\$ 500.00	\$ 11,500.00		\$ -		\$ -	0	\$ 11,500.00
10	Remove Actuated Pedestrian Pole & Equipment	EA	2	\$ 500.00	\$ 1,000.00		\$ -		\$ -	0	\$ 1,000.00
11	Remove, Relocate, Temporary Set, & Reset Mailboxes (Approx. 15)	JOB	1	\$ 3,500.00	\$ 3,500.00		\$ -		\$ -	0	\$ 3,500.00
12	Remove & Reset Decorative Mailbox (Sta. 15+50L)	JOB	1	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	0	\$ 1,500.00
13	Remove & Reset Fence & Landscaping	JOB	1	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	0	\$ 5,000.00
14	4" Aggregate Paving Subbase	SY	12,840	\$ 16.00	\$ 205,440.00		\$ -		\$ -	0	\$ 205,440.00
15	4" Perforated Underdrain Piping System	LF	5,400	\$ 15.00	\$ 81,000.00		\$ -		\$ -	0	\$ 81,000.00
16	9" P.C. Concrete Doweled Paving, NDOT Type 47B-3500	SY	12,229	\$ 72.00	\$ 880,488.00		\$ -		\$ -	0	\$ 880,488.00
17	7" P.C. Concrete Street Paving, NDOT Type 47B-3500	SY	1,285	\$ 60.00	\$ 77,100.00		\$ -		\$ -	0	\$ 77,100.00
18	6" P.C. Concrete Driveway Paving, NDOT Type 47B-3500	SY	556	\$ 55.00	\$ 30,580.00		\$ -		\$ -	0	\$ 30,580.00
19	5" P.C. Concrete Sidewalk Paving, NDOT Type 47B-3500	SY	501	\$ 70.00	\$ 35,070.00		\$ -		\$ -	0	\$ 35,070.00
20	1.5' P.C. Concrete Header	LF	56	\$ 25.00	\$ 1,400.00		\$ -		\$ -	0	\$ 1,400.00
21	Actuated Pedestrian Pole Foundation	EA	2	\$ 2,500.00	\$ 5,000.00		\$ -		\$ -	0	\$ 5,000.00
22	ADA Handicap Ramp Detectable Warning Panel	SF	312	\$ 40.00	\$ 12,480.00		\$ -		\$ -	0	\$ 12,480.00
23	Storm Sewer Junction Box	EA	2	\$ 4,500.00	\$ 9,000.00		\$ -		\$ -	0	\$ 9,000.00
24	6' Open Throat Inlet	EA	24	\$ 4,500.00	\$ 108,000.00		\$ -		\$ -	0	\$ 108,000.00
25	18-inch RCP Class III Storm Sewer	LF	57	\$ 58.00	\$ 3,306.00		\$ -		\$ -	0	\$ 3,306.00
26	15-inch RCP Class III Storm Sewer	LF	412	\$ 52.00	\$ 21,424.00		\$ -		\$ -	0	\$ 21,424.00
27	12-inch RCP Class III Storm Sewer	LF	88	\$ 47.00	\$ 4,136.00		\$ -		\$ -	0	\$ 4,136.00
28	Adjust Manhole to Grade	EA	18	\$ 500.00	\$ 9,000.00		\$ -		\$ -	0	\$ 9,000.00
29	Connect to Existing Storm Sewer	EA	7	\$ 700.00	\$ 4,900.00		\$ -		\$ -	0	\$ 4,900.00
30	Construct Concrete Collar	EA	8	\$ 160.00	\$ 1,280.00		\$ -		\$ -	0	\$ 1,280.00
31	Adjust Water Valve to Grade	EA	17	\$ 250.00	\$ 4,250.00		\$ -		\$ -	0	\$ 4,250.00

Project Name: Concrete Paving Improvements 2026			Contractor's Pay Application: 1								
Application Period: (From - To)			Start to 1/6/26								
A Item			B	C	D	E	F	G	H		I
Bid Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
32	Final Pain Striping, 4-inch Yellow Solid and Dashed	LF	7,906	\$ 1.85	\$ 14,626.10		\$ -		\$ -	0	\$ 14,626.10
33	Final Pain Striping, 4-inch White Solid and Dashed	LF	400	\$ 1.85	\$ 740.00		\$ -		\$ -	0	\$ 740.00
34	Final Paint Striping, White Turn Arrow	EA	4	\$ 550.00	\$ 2,200.00		\$ -		\$ -	0	\$ 2,200.00
35	Final Paint Striping, White Crosswalk Bars (24"x72")	EA	5	\$ 275.00	\$ 1,375.00		\$ -		\$ -	0	\$ 1,375.00
36	Speed Limit Sign (R2-1) with Telespar Post	EA	1	\$ 250.00	\$ 250.00		\$ -		\$ -	0	\$ 250.00
37	Two-Way Left Turn Only Sign (R3-9b)	EA	4	\$ 275.00	\$ 1,100.00		\$ -		\$ -	0	\$ 1,100.00
38	Overexcavation and Crushed Concrete	TON	200	\$ 60.00	\$ 12,000.00		\$ -		\$ -	0	\$ 12,000.00
39	Earthwork, Final Grading, Backfill, & Shaping	JOB	1	\$ 90,000.00	\$ 90,000.00		\$ -		\$ -	0	\$ 90,000.00
40	Hydroseeding Disturbed Areas	ACRE	1.1	\$ 22,000.00	\$ 24,200.00		\$ -		\$ -	0	\$ 24,200.00
					\$ 1,830,501.10		\$ -		\$ -		\$ 1,830,501.10
PROJECT B: 13TH STREET AND 28TH AVENUE PEDESTRIAN NODES											
1	Mobilization	JOB	1	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -	0	\$ 2,500.00
2	Traffic and Pedestrian Control	JOB	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -	0	\$ 1,000.00
3	NPDES, SWPPP, and BMP Maintenance	JOB	1	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -	0	\$ 2,500.00
4	Remove Paving, Including Sawing	SY	241	\$ 12.00	\$ 2,892.00		\$ -		\$ -	0	\$ 2,892.00
5	8" P.C. Concrete Street Paving, NDOT Type 47B-3500	SY	241	\$ 85.00	\$ 20,485.00		\$ -		\$ -	0	\$ 20,485.00
6	ADA Handicap Ramp Detectable Warning Panel	SF	32	\$ 40.00	\$ 1,280.00		\$ -		\$ -	0	\$ 1,280.00
7	Adjust Manhole to Grade	EA	2	\$ 500.00	\$ 1,000.00		\$ -		\$ -	0	\$ 1,000.00
8	Overexcavation & Crushed Concrete	TON	100	\$ 60.00	\$ 6,000.00		\$ -		\$ -	0	\$ 6,000.00
9	Earthwork, Final Grading, Backfill, & Shaping	JOB	1	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -	0	\$ 2,500.00
					\$ 40,157.00		\$ -		\$ -		\$ 40,157.00
PROJECT C: 8TH STREET AND 3RD AVENUE FIELD ENTRANCE											
1	Mobilization	JOB	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
2	Traffic and Pedestrian Control	JOB	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00		\$ 1,000.00	100	\$ -
3	Remove Paving, Including Sawing	SY	63	\$ 12.00	\$ 756.00	63	\$ 756.00		\$ 756.00	100	\$ -
4	8" P.C. Concrete Street Paving, NDOT Type 47B-3500	SY	8	\$ 100.00	\$ 800.00	8	\$ 800.00		\$ 800.00	100	\$ -
5	6" P.C. Concrete Trail Paving, NDOT Type 47B-3500	SY	49	\$ 80.00	\$ 3,920.00	49	\$ 3,920.00		\$ 3,920.00	100	\$ -
6	6" P.C. Concrete Colored & Stamped, NDOT Type 47B-3500	SY	6	\$ 150.00	\$ 900.00	6	\$ 900.00		\$ 900.00	100	\$ -
7	Overexcavation & Crushed Concrete	TON	20	\$ 60.00	\$ 1,200.00		\$ -		\$ -	0	\$ 1,200.00
8	Earthwork, Final Grading, Backfill, & Shaping	JOB	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
					\$ 13,576.00		\$ 12,376.00		\$ 12,376.00		\$ 1,200.00

Project Name: Concrete Paving Improvements 2026				Contractor's Pay Application: 1							
Application Period: (From - To) Start to 1/6/26											
A Item			B	C	D	E	F	G	H		I
Bid Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value (B*C)	Estimated Quantity Installed	Value Installed (G*E)	Material Presently Stored	Total Completed and Stored to Date (F+G)	% (F) B (H/F*100)	Balance to Finish (D - H)
ADDITIONAL PROJECT NO. 2 - SENIOR CENTER NORTH ENTRANCE PAVING											
1	Mobilization	JOB	1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		\$ 2,500.00	100	\$ -
2	Traffic and Pedestrian Control	JOB	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00		\$ 1,000.00	100	\$ -
3	Remove Paving, including Sawing	SY	79	\$ 16.00	\$ 1,264.00	79	\$ 1,264.00		\$ 1,264.00	100	\$ -
4	7" P.C. Concrete Street Paving, NDOT Type 47B-3500	SY	66	\$ 70.00	\$ 4,620.00	66	\$ 4,620.00		\$ 4,620.00	100	\$ -
5	5" P.C. Concrete Sidewalk Paving, NDOT Type 47B-3500	SY	14	\$ 70.00	\$ 980.00	14	\$ 980.00		\$ 980.00	100	\$ -
6	ADA Handicap Ramp Detectable Warning Panel	SF	8	\$ 40.00	\$ 320.00	8	\$ 320.00		\$ 320.00	100	\$ -
7	Overexcavation & Crushed Concrete	TON	20	\$ 60.00	\$ 1,200.00		\$ -		\$ -	0	\$ 1,200.00
8	Earthwork, Final Grading, Backfill, & Shaping	JOB	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00		\$ 1,500.00	100	\$ -
					\$ 13,384.00		\$ 12,184.00		\$ 12,184.00		\$ 1,200.00
					\$ 1,897,618.10		\$ 24,560.00		\$ 24,560.00		\$ 1,873,058.10

4.J. Finance department report.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS
 FROM 11/01/2025 TO 11/30/2025
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 11/01/2025	Total Debits	Total Credits	Ending Balance 11/30/2025
100	GENERAL FUND	9,871,862.97	839,715.38	1,899,034.68	8,812,543.67
189	PERPETUAL CARE	89,376.31	143.51	0.00	89,519.82
200	STREETS/ENGINEERING	(2,005,461.74)	660,845.96	1,081,336.43	(2,425,952.21)
205	AIRPORT	1,334,212.67	43,786.89	17,750.81	1,360,248.75
206	DOWNTOWN BID	131,310.82	7,575.47	34,359.18	104,527.11
210	SALES TAX	1,879,940.29	569,073.16	521,871.20	1,927,142.25
211	1/2 CENT SALES TAX	2,081,234.93	270,890.78	109,100.00	2,243,025.71
212	GAMING TAX	593,072.19	50,258.56	55,000.00	588,330.75
220	COMMUNICATIONS - E911	708,242.38	115,000.02	121,086.71	702,155.69
221	COMMUNICATIONS - WIRELESS E911	183,773.14	11,725.02	10,411.55	185,086.61
225	COMMUNICATIONS-EC-911 EQUIPMENT	(53,744.27)	0.00	0.00	(53,744.27)
240	HOUSING REHAB & LOANS	413,901.23	7,360.41	0.00	421,261.64
260	PROGRESS AND JOBS GROWTH	1,249,694.11	54,662.63	0.00	1,304,356.74
270	KENO	433,632.19	140,080.53	0.00	573,712.72
400	DEBT SERVICE FUND	(397,442.76)	0.00	298,575.82	(696,018.58)
480	COMMUNITY REDEVL AUTH	288,282.51	2,568.26	0.00	290,850.77
500	UTILITY SERVICE	22,564,733.64	917,783.24	1,447,253.43	22,035,263.45
520	WATER	16,363,549.37	528,221.02	470,740.90	16,421,029.49
530	LOUP DISTRIBUTION	1,925,387.00	1,374,113.99	0.00	3,299,500.99
560	STORMWATER UTILITY	1,718,907.25	36,984.16	7,911.44	1,747,979.97
570	SOLID WASTE DIVISION	4,704,205.33	123,784.49	200,388.54	4,627,601.28
600	HEALTH INSURANCE	3,018,692.86	92,596.30	77,623.53	3,033,665.63
710	FIRE PENSION	70,229.85	112.76	609.00	69,733.61
730	LICENSES TO SCHOOLS	9,600.00	1,080.00	0.00	10,680.00
740	LIBRARY FOUNDATION	623,646.18	0.00	0.00	623,646.18
745	LIBRARY ENDOWMENT	1,857,430.24	0.00	0.00	1,857,430.24
750	GERRARD PARK TRUST	161,644.49	0.00	0.00	161,644.49
999	PAYROLL CLEARING	9,016.56	917,708.24	963,683.87	(36,959.07)
	TOTAL - ALL FUNDS	69,828,929.74	6,766,070.78	7,316,737.09	69,278,263.43

4.K. Payroll and bills on file.

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
11467 01/20/2026	7M CLEANING SOLUTIONS LLC INVOICE	1020	CLEANING SERVICES	400.00	
			Total:	400.00	
			Net of 1 Invoices / 0 Checks	400.00	
02057 01/20/2026	A TO Z MESSAGING INVOICE	20720	ANSWERING SERVICE	135.00	
			Total:	135.00	
			Net of 1 Invoices / 0 Checks	135.00	
00116 01/20/2026	ACE HARDWARE & GARDEN CNT INVOICE	217122/5	KEY KWIKSET	124.75	
01/20/2026	INVOICE	217125/5	AA & AAA BATTERIES, SUPER GLUE	32.07	
01/20/2026	INVOICE	217134/5	WD FLR NTRL 32OZ, RSTP IE OBGL	49.97	
01/20/2026	INVOICE	217145/5	KEY ILCO	19.96	
01/20/2026	INVOICE	217169/5	NUTS, BOLTS, SCREWS	4.88	
01/20/2026	INVOICE	217022/5	STORAGE TOTE	35.96	
01/20/2026	INVOICE	217020/5	STORAGE TOTE	9.99	
01/20/2026	INVOICE	217070/5	DRIVE BIT SET	49.99	
01/20/2026	INVOICE	217076/5	BAR & CHAIN OIL	57.00	
01/20/2026	INVOICE	217088/5	FLUOR 40W	16.99	
01/20/2026	INVOICE	K17097/5	PAPER TOWELS	5.18	
01/20/2026	INVOICE	216965/5	DISC ANGLE, TERM RNG, DISC FML	14.76	
01/20/2026	INVOICE	216968/5	LYSOL, GLASS CLEANER, CLOROX WIPES	14.96	
01/20/2026	INVOICE	216989/5	LAWNMOWER OIL 4 CYCLE	31.98	
01/20/2026	INVOICE	217173/5	NUTS, BOLTS, SCREWS	6.37	
			Total:	474.81	
			Net of 15 Invoices / 0 Checks	474.81	
00180 01/20/2026	ADVANCE AUTO PARTS INVOICE	5606601211711	ALL IN ONE FCS 10 OZ	21.26	
01/20/2026	INVOICE	5606535811086	6G-6FFORX GATES	17.42	
01/20/2026	INVOICE	5606535811087	COUPLING	19.59	
			Total:	58.27	
			Net of 3 Invoices / 0 Checks	58.27	
00559 01/20/2026	ALTEC INDUSTRIES INC INVOICE	13381644	HOSE ASSEMBLY	319.83	
			Total:	319.83	
			Net of 1 Invoices / 0 Checks	319.83	
01031 01/20/2026	ANDERSON FORD OF LINCOLN INVOICE	210541	2026 FORD VIN #0934	51,877.00	
01/20/2026	INVOICE	210552	2026 FORD VIN #8921	51,877.00	
01/20/2026	INVOICE	210542	2026 FORD VIN #1743	51,877.00	
			Total:	155,631.00	
			Net of 3 Invoices / 0 Checks	155,631.00	
00045 01/20/2026	APCO INTERNATIONAL INVOICE	00100209	INTELLICOMM SOFTWARE MAINTENANCE NOV 2025-00	4,000.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	4,000.00	
			Net of 1 Invoices / 0 Checks	4,000.00	
00587	AQUA-PURE INC				
01/20/2026	INVOICE	COLNE010226	MONTHLY SERVICE CONTRACT - SOUTH & NORTH WE:	8,500.81	
			Total:	8,500.81	
			Net of 1 Invoices / 0 Checks	8,500.81	
10561	ARNOLD MOTOR SUPPLY				
01/20/2026	INVOICE	78NV171209	OIL FILTER	17.85	
01/20/2026	INVOICE	78NV170967	MINI LAMP	2.24	
01/20/2026	INVOICE	78NV170831	CABLE	160.39	
01/20/2026	INVOICE	78NV170782	OIL & AIR FILTER	76.66	
01/20/2026	INVOICE	78NV170722	CONV TUBING, HITCH PIN	8.22	
01/20/2026	INVOICE	78CR020067	CREDIT - OIL FILTER	(32.34)	
01/20/2026	INVOICE	78NV170366	OIL FILTERS	194.04	
01/20/2026	INVOICE	78NV170692	BATTERY CLIPS, 12V HVY DUTY BATTERY	361.70	
01/20/2026	INVOICE	78NV170473	CABIN, AIR & FULE FILTERS	370.06	
01/20/2026	INVOICE	78NV170415	REPLACEMENT LENS	8.53	
01/20/2026	INVOICE	78CR020043	OIL FILTER	(32.34)	
01/20/2026	INVOICE	78NV170227	CABIN AIR, OIL & FUEL FILTER	135.67	
01/20/2026	INVOICE	78NV170173	AIR FILTER	86.36	
01/20/2026	INVOICE	78NV170149	FUEL FILTER	7.66	
01/20/2026	INVOICE	78NV170288	AIR FILTER	95.88	
01/20/2026	INVOICE	78SU050619	AIR FILTER	42.42	
			Total:	1,503.00	
			Net of 16 Invoices / 0 Checks	1,503.00	
11463	AT&T MOBILITY-CC				
01/20/2026	INVOICE	GGV122025	TABLETS 12/05/25 - 1/04/26	1,129.25	
01/20/2026	INVOICE	GGH122025	TABLETS 12/05/25 - 1/04/26	418.05	
			Total:	1,547.30	
			Net of 2 Invoices / 0 Checks	1,547.30	
10663	AUXIANT				
01/20/2026	INVOICE	1092026FLEX	FLEX FUNDING	447.65	
01/20/2026	INVOICE	1092026HEALTH	HEALTH FUNDING	107,278.37	
01/20/2026	INVOICE	1162026FLEX	FLEX FUNDING	3,653.84	
01/20/2026	INVOICE	1162026HEALTH	HEALTH FUNDING	34,054.92	
			Total:	145,434.78	
			Net of 4 Invoices / 0 Checks	145,434.78	
03119	B-D CONSTRUCTION INC				
01/20/2026	INVOICE	5	ROSELAWN CEMETARY MAINT BLDG	10,124.46	
01/20/2026	INVOICE	6	ROSELAWN CEMETARY MAINT BLDG	23,831.52	
			Total:	33,955.98	
			Net of 2 Invoices / 0 Checks	33,955.98	
00461	BEHLEN TOWING LLC				
01/20/2026	INVOICE	35930	TOWING	150.00	
01/20/2026	INVOICE	35931	TOWING	150.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/20/2026	INVOICE	35932	TOWING	150.00	
01/20/2026	INVOICE	35936	TOWING	150.00	
01/20/2026	INVOICE	35938	TOWING	150.00	
01/20/2026	INVOICE	35945	TOWING	150.00	
01/20/2026	INVOICE	37001	TOWING	150.00	
01/20/2026	INVOICE	37004	TOWING	150.00	
Total:				1,200.00	
Net of 8 Invoices / 0 Checks				1,200.00	
11324	BENCHMARK GOVERNMENT SOLUTIONS LLC				
01/20/2026	INVOICE	23292	MEALS - PENNINGTON, VELAZQUEZ	658.45	
01/20/2026	INVOICE	23278	MEALS - KLEE	59.75	
01/20/2026	INVOICE	23270	MEALS - AUTEN	45.80	
Total:				764.00	
Net of 3 Invoices / 0 Checks				764.00	
11500	BENDER JESSICA				
01/20/2026	INVOICE	98985730	REFUND - NEW YEAR, NEW YOU	60.00	
Total:				60.00	
Net of 1 Invoices / 0 Checks				60.00	
00119	BERENS-TATE CONSULTING GRP INC				
01/20/2026	INVOICE	711300-000M	ARBITRAGE REBATE REPORT	4,000.00	
Total:				4,000.00	
Net of 1 Invoices / 0 Checks				4,000.00	
03256	BLACK HILLS ENERGY				
01/20/2026	INVOICE	3113 1027 84	NATURAL GAS	135.94	
01/20/2026	INVOICE	3343 6679 78 JAN	2NATURAL GAS	91.97	
01/20/2026	INVOICE	4086 6115 74 JAN	2NATURAL GAS	63.53	
01/20/2026	INVOICE	4447 5106 07 JAN	2NATURAL GAS	214.62	
01/20/2026	INVOICE	4665 9613 35 JAN	2NATURAL GAS	76.30	
01/20/2026	INVOICE	5048 9157 09 JAN	2NATURAL GAS	84.63	
01/20/2026	INVOICE	5317 1214 84 JAN	2NATURAL GAS	88.63	
01/20/2026	INVOICE	5389 9420 88 JAN	2NATURAL GAS	115.95	
01/20/2026	INVOICE	5431 5180 01 JAN	2NATURAL GAS	149.10	
01/20/2026	INVOICE	5915 3548 20 JAN	2NATURAL GAS	124.70	
01/20/2026	INVOICE	6007 1329 48 JAN	2NATURAL GAS	2,291.39	
01/20/2026	INVOICE	6310 3990 85 JAN	2NATURAL GAS	656.03	
01/20/2026	INVOICE	6942 7542 63 JAN	2NATURAL GAS	170.37	
01/20/2026	INVOICE	7226 0844 98 JAN	2NATURAL GAS	316.14	
01/20/2026	INVOICE	7504 0422 35 JAN	2NATURAL GAS	114.13	
01/20/2026	INVOICE	8429 6210 02 JAN	2NATURAL GAS	842.72	
01/20/2026	INVOICE	9767 8260 47 JAN	2NATURAL GAS	67.18	
01/20/2026	INVOICE	0778 7198 98 JAN	2NATURAL GAS	191.54	
01/20/2026	INVOICE	0815 1921 72 JAN	2NATURAL GAS	831.25	
01/20/2026	INVOICE	1450 5796 12 JAN	2NATURAL GAS	198.83	
01/20/2026	INVOICE	2278 6168 20 JAN	2NATURAL GAS	85.43	
Total:				6,910.38	
Net of 21 Invoices / 0 Checks				6,910.38	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00917 01/20/2026	BLACKSTONE PUBLISHING INVOICE	2222274	CD'S	27.99	
			Total:	27.99	
			Net of 1 Invoices / 0 Checks	27.99	
01147 01/20/2026	BLACKSTRAP INC INVOICE	160560	BRINE SALT	5,489.10	
			Total:	5,489.10	
			Net of 1 Invoices / 0 Checks	5,489.10	
00240 01/20/2026	BOUND TREE MEDICAL LLC INVOICE	86055289	SOFT STRETCHER	893.70	
01/20/2026	INVOICE	86047720	DRESSING, CURAPLEX DRUG LOCK, LOCKING WALL 1	292.30	
01/20/2026	INVOICE	86047721	CURAPLEX HOT PACK	32.43	
01/20/2026	INVOICE	86047722	GLOVES	264.90	
			Total:	1,483.33	
			Net of 4 Invoices / 0 Checks	1,483.33	
00091 01/20/2026	CAROLINA SOFTWARE INVOICE	96671	WASTEWORX SOFTWARE SUPPORT ENDING 3/31/26	600.00	
			Total:	600.00	
			Net of 1 Invoices / 0 Checks	600.00	
10604 01/20/2026	CASEY'S MAIL SERVICE LLC INVOICE	5332	LIBRARY/MEDIA MAIL	559.38	
01/20/2026	INVOICE	5322	WATER STATEMENTS	5,567.20	
			Total:	6,126.58	
			Net of 2 Invoices / 0 Checks	6,126.58	
11387 01/20/2026	CENGAGE LEARNING INC INVOICE	999101804295	MATERIALS	55.48	
			Total:	55.48	
			Net of 1 Invoices / 0 Checks	55.48	
02551 01/20/2026	CENTER FOR MUNICIPAL SOLUTIONS INVOICE	74400-001	COLUMBUS NE ATT - 3028 10TH ST MOD	2,475.00	
01/20/2026	INVOICE	56005-004	COLUMBUS NE ATT - 5426 29TH ST MOD	750.00	
			Total:	3,225.00	
			Net of 2 Invoices / 0 Checks	3,225.00	
03136 01/20/2026	CENTRAL COMMUNITY COLLEGE INVOICE	002107315	HEARTSAVER COURSE	75.00	
			Total:	75.00	
			Net of 1 Invoices / 0 Checks	75.00	
00567 01/20/2026	CITY OF COLUMBUS INVOICE	400-70005-01 JAN 2	WATER & SEWER	201.36	
01/20/2026	INVOICE	100-06690-02 JAN 2	WATER & SEWER	75.76	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/20/2026	INVOICE	300-49615-00	JAN 2WATER & SEWER	17.14	
01/20/2026	INVOICE	300-44985-02	JAN 2WATER & SEWER	27.12	
01/20/2026	INVOICE	300-47518-00	JAN 2WATER & SEWER	52.62	
01/20/2026	INVOICE	300-57935-00	JAN 2WATER & SEWER	1,052.45	
01/20/2026	INVOICE	300-57936-00	JAN 2WATER & SEWER	147.82	
01/20/2026	INVOICE	300-44986-00	JAN 2WATER & SEWER	112.69	
01/20/2026	INVOICE	200-39615-01	JAN 2WATER & SEWER	117.11	
01/20/2026	INVOICE	300-57938-00	JAN 2WATER & SEWER	103.72	
01/20/2026	INVOICE	300-54059-00	JAN 2WATER & SEWER	154.03	
01/20/2026	INVOICE	200-39575-00	JAN 2WATER & SEWER	29.19	
01/20/2026	INVOICE	200-37998-00	JAN 2WATER & SEWER	220.26	
01/20/2026	INVOICE	200-21982-00	JAN 2WATER & SEWER	235.64	
01/20/2026	INVOICE	100-13650-01	JAN 2WATER & SEWER	248.02	
01/20/2026	INVOICE	300-45761-00	JAN 2WATER & SEWER	26.10	
01/20/2026	INVOICE	200-21960-05	JAN 2WATER & SEWER	126.84	
01/20/2026	INVOICE	300-62105-00	JAN 2WATER & SEWER	27.12	
01/20/2026	INVOICE	300-62155-00	JAN 2WATER & SEWER	61.57	
01/20/2026	INVOICE	200-41055-00	JAN 2WATER & SEWER	28.50	
01/20/2026	INVOICE	300-44995-00	JAN 2WATER & SEWER	103.72	
01/20/2026	INVOICE	300-57934-00	JAN 2WATER & SEWER	341.34	
01/20/2026	INVOICE	100-06700-03	JAN 2WATER & SEWER	99.59	
01/20/2026	INVOICE	300-57937-00	JAN 2WATER & SEWER	930.86	
01/20/2026	INVOICE	300-45762-00	JAN 2WATER & SEWER	30.37	
			Total:	4,570.94	
			Net of 25 Invoices / 0 Checks	4,570.94	
00262	CLUB PROPHET SYSTEMS				
01/20/2026	INVOICE	INV3670533	MONTHLY TEE SHEET, ONLINE RESERVATION	517.00	
			Total:	517.00	
			Net of 1 Invoices / 0 Checks	517.00	
02542	CNC REPAIR LLC				
01/20/2026	INVOICE	8029	BATTERY - VIN #8025	284.81	
01/20/2026	INVOICE	8058	LOF, HALFSHAT - VIN #5402	555.63	
01/20/2026	INVOICE	8109	LOF, ROTATE TIRES - VIN #9729	74.30	
01/20/2026	INVOICE	8127	LOF, ROTATE TIRES - VIN #0363	74.30	
01/20/2026	INVOICE	8139	LOF, ROTATE TIRES - VIN #2917	77.32	
01/20/2026	INVOICE	8157	BATTERY - VIN #6545	216.48	
01/20/2026	INVOICE	8047	LOF - VIN #6325	49.30	
			Total:	1,332.14	
			Net of 7 Invoices / 0 Checks	1,332.14	
03140	COLUMBUS AREA CHAMBER OF				
01/20/2026	INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	1,060.00	
			Total:	1,060.00	
			Net of 1 Invoices / 0 Checks	1,060.00	
03141	COLUMBUS COMMUNITY HOSPITAL				
01/20/2026	INVOICE	10002274	CLIENT BILLING PHARMACY	1,235.91	
			Total:	1,235.91	
			Net of 1 Invoices / 0 Checks	1,235.91	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10768 01/20/2026	COLUMBUS CREDIT SERVICES INVOICE	ACCTY150 DEC 25	DEC COLLECTIONS	382.04	
			Total:	382.04	
			Net of 1 Invoices / 0 Checks	382.04	
01638 01/20/2026	COLUMBUS FAMILY RESOURCE CTR INVOICE	01/07/2026	MONTHLY LEASE PAYMENT	11,265.98	
			Total:	11,265.98	
			Net of 1 Invoices / 0 Checks	11,265.98	
03143 01/20/2026	COLUMBUS TIRE & SERVICE INVOICE	1-37824	REPAIR TIRE	25.00	
			Total:	25.00	
			Net of 1 Invoices / 0 Checks	25.00	
11008 01/20/2026	CONFLUENCE INC INVOICE	33724	DOWNTOWN SIGNAGE	1,701.50	
			Total:	1,701.50	
			Net of 1 Invoices / 0 Checks	1,701.50	
02718 01/20/2026	CORE & MAIN LP INVOICE	INV0025124	HACH FLUORIDE REAGENT	496.70	
01/20/2026	INVOICE	Y347044	510M M2 S/POINT	4,180.00	
01/20/2026	INVOICE	Y347061	20 - 510M M2 S/POINT	4,180.00	
01/20/2026	INVOICE	Y347077	20 - 510M M2 S/POINT	4,180.00	
01/20/2026	INVOICE	Y347089	20 - 510M M2 S/POINT	4,180.00	
01/20/2026	INVOICE	Y347113	510M M2 S/POINT, 12 - 3/4S IPERL + 1000G	2,687.00	
01/20/2026	INVOICE	Y347136	12 - 3/4S IPERL+ 1000G	2,478.00	
01/20/2026	INVOICE	INV0024934	HACH CHLORINE ANALYZER MAINTENANCE KIT	261.07	
			Total:	22,642.77	
			Net of 8 Invoices / 0 Checks	22,642.77	
03147 01/20/2026	CORNHUSKER PUBLIC POWER DIST INVOICE	415030001 JAN 26	ELECTRICITY	74.69	
01/20/2026	INVOICE	415030005 JAN 26	ELECTRICITY	45.01	
01/20/2026	INVOICE	415030008 JAN 26	ELECTRICITY	168.46	
01/20/2026	INVOICE	415030006 JAN 26	ELECTRICITY	195.00	
			Total:	483.16	
			Net of 4 Invoices / 0 Checks	483.16	
03149 01/20/2026	CULLIGAN OF COLUMBUS INVOICE	300557	5 GALLON WATER DELIVERED	17.50	
01/20/2026	INVOICE	300872	EQUIPMENT - REVERSE OSMOSIS	34.00	
01/20/2026	INVOICE	300876	EQUIPMENT - REVERSE OSMOSIS	67.50	
01/20/2026	INVOICE	300956	EQUIPMENT - COOLER	12.00	
01/20/2026	INVOICE	300364	DI REGENERATION	417.80	
01/20/2026	INVOICE	301056	5 GALLON WATER DELIVERY	36.50	
01/20/2026	INVOICE	301080	SOFTENER SALT	582.75	
			Total:	1,168.05	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 7 Invoices / 0 Checks	1,168.05	
11164 01/20/2026	DANIELS PRODUCE LLC INVOICE	12.01.2025-12.31.2	YARD WASTE REMOVAL 12/01/2025 -12/31/2025	1,531.68	
			Total:	1,531.68	
			Net of 1 Invoices / 0 Checks	1,531.68	
03152 01/20/2026	DEMCO INC INVOICE	7746367	COVER ONE BOOK REPAIR MACHINE	1,859.63	
			Total:	1,859.63	
			Net of 1 Invoices / 0 Checks	1,859.63	
03065 01/20/2026	DOWNEY DRILLING INVOICE	25-1433-2	MUNICIPAL WELL #11 - CHEMICAL WELL REHAB	14,050.00	
			Total:	14,050.00	
			Net of 1 Invoices / 0 Checks	14,050.00	
03156 01/20/2026	DRAIN SURGEON INVOICE	11238	CLEANED MAIN SEWER	500.00	
			Total:	500.00	
			Net of 1 Invoices / 0 Checks	500.00	
00374 01/20/2026	DUNBAR DOUGLAS INVOICE	1.01.2026	MONTHLY CONTRACT	7,234.86	
01/20/2026	INVOICE	1.01.2026	LIQUOR COMMISSIONS	2,042.45	
01/20/2026	INVOICE	1.01.2026	MONTHLY COMMISSIONS - GREEN FEES & CART REN'	2,505.12	
			Total:	11,782.43	
			Net of 3 Invoices / 0 Checks	11,782.43	
03158 01/20/2026	EAKES OFFICE SOLUTIONS INVOICE	9262244-0	SHARPIE MARKER	6.82	
01/20/2026	INVOICE	9262254-0	ADHES NOTES	11.69	
01/20/2026	INVOICE	9262731-0	PAPER	141.30	
01/20/2026	INVOICE	INV724796	COPIER CONTRACT	263.71	
01/20/2026	INVOICE	9264320-0	CUSTOM BADGE	14.36	
			Total:	437.88	
			Net of 5 Invoices / 0 Checks	437.88	
03161 01/20/2026	ELECTRICAL ENGINEERING & INVOICE	9053759-00	GEL 34291 LED	101.92	
			Total:	101.92	
			Net of 1 Invoices / 0 Checks	101.92	
02639 01/20/2026	FIRST NATIONAL BANK OF OMAHA INVOICE	2025587	PLATTE COUNTY ATTORNEY SUBPOENA	36.60	
			Total:	36.60	
			Net of 1 Invoices / 0 Checks	36.60	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00242	FIRST NATIONAL BANK OMAHA				
01/20/2026	INVOICE	112-7662533-265382	AMAZON - WATERPROOF LIGHT FOR GOPRO, SELFIE	466.90	
01/20/2026	INVOICE	02970	NEBRASKA FLOODPLAIN MEMBERSHIP - LABENZ	35.00	
01/20/2026	INVOICE	02971	NEBRASKA FLOODPLAIN MEMBERSHIP BOSWELL	35.00	
01/20/2026	INVOICE	02993	NEBRASKA FLOODPLAIN MEMBERSHIP BOGUS	35.00	
01/20/2026	INVOICE	02999	NEBRASKA FLOODPLAIN MEMBERSHIP BENCK	35.00	
01/20/2026	INVOICE	20402	GAYLORD NATIONAL HOTEL	317.42	
01/20/2026	INVOICE	SO-9230646	PRIMARY ARMS - BALESTERI, WIELGUS QM	44.30	
01/20/2026	INVOICE	112-9987149-651382	AMAZON - BLACK TONER CARTRIDGE	108.99	
01/20/2026	INVOICE	114-6994736-541622	AMAZON - ETHERNET CABLE	194.00	
01/20/2026	INVOICE	114-1916832-657621	AMAZON - TRASH BAGS, MULTIFOLD HAND TOWEL	122.32	
01/20/2026	INVOICE	1204149	APCO INTERNATIONAL - MEMBERSHIP	1,012.00	
01/20/2026	INVOICE	1220537	APCO INTERNATIONAL - RECERTIFICATION	142.91	
01/20/2026	INVOICE	PLHEDZ5	KORE ESSENTIALS DUTY BELT - FRENCH QM	152.88	
01/20/2026	INVOICE	113-8434662-814903	AMAZON - MAG POUCH - LEVANDER QM	42.81	
01/20/2026	INVOICE	113-6811698-352340	AMAZON - TACTICAL BOOTS WHITE QM	95.99	
01/20/2026	INVOICE	113-5118034-014344	AMAZON - DUTY BELT SUSPENDERS WHITE QM	29.44	
01/20/2026	INVOICE	00058	WALMART - SPEAKER	180.00	
01/20/2026	INVOICE	12.12.2025	NEBRASKA NOTARY - MEISINGER	107.00	
01/20/2026	INVOICE	195657	SUPER SAVER - COOKIES, GRANOLA BARS	71.44	
01/20/2026	INVOICE	32937	NEBRASKA NOTARY	37.00	
01/20/2026	INVOICE	12.15.2025	NEBRASKA NOTARY - FRENCH	107.00	
01/20/2026	INVOICE	113-1361001-143544	AMAZON - FLAG WEIGHTS, 3 RING BINDER, SHARP	386.81	
01/20/2026	INVOICE	113-8402338-645065	AMAZON - TACTICAL CARGO PANTS	128.70	
01/20/2026	INVOICE	113-9388235-292506	AMAZON - FACIAL TISSUES	25.14	
01/20/2026	INVOICE	113-7811751-508740	AMAZON - BLACK RIBBON CARTRIDGE	40.05	
01/20/2026	INVOICE	112-2513618-234985	AMAZON - EMERGENCY CARE IN THE STREETS STUDI	289.92	
01/20/2026	INVOICE	112-2957660-295462	AMAZON - DUSTER KIT	18.69	
01/20/2026	INVOICE	112-4200523-957141	AMAZON - THERMAL LAMINATING FILM ROLL	76.26	
01/20/2026	INVOICE	112-7238306-158746	AMAZON - WIRELESS KEYBOARD/MOUSE	84.14	
01/20/2026	INVOICE	112-7430109-855383	AMAZON - DISPLAY PORT CABLE, DVD-RAM DRIVE,	435.38	
01/20/2026	INVOICE	112-8028716-640581	AMAZON - RECTIFIER DIODE SPIRAL	20.89	
01/20/2026	INVOICE	112-8165467-781626	AMAZON - INK CARTRIDGE	80.78	
01/20/2026	INVOICE	112-9890813-490264	AMAZON - EPOXY FLOOR KIT	616.05	
01/20/2026	INVOICE	112-9945100-257544	AMAZON - PRINTABLE INDEX CARDS	30.74	
01/20/2026	INVOICE	114-0108799-769704	AMAZON - PRINTABLE INDEX CARDS	17.89	
01/20/2026	INVOICE	114-2340890-077144	AMAZON - ETHERNET CABLE	48.25	
01/20/2026	INVOICE	114-3280664-184101	AMAZON - BLACK TONER	194.49	
01/20/2026	INVOICE	114-3369191-386022	AMAZON - 50" SMART TV	179.99	
01/20/2026	INVOICE	114-4713344-486022	AMAZON - DESK CALENDER	50.40	
01/20/2026	INVOICE	114-5141272-554265	AMAZON - BLACK TONER CARTRIDGE	82.50	
01/20/2026	INVOICE	114-9059729-801625	AMAZON - TV STAND ON WHEELS	85.48	
01/20/2026	INVOICE	5452134146	GOOGLE WORKSPACE	12.00	
01/20/2026	INVOICE	R20250019796	PAESSLER - NETWROK MONITOR 1/02/2026 TO 1/0	6,521.20	
01/20/2026	INVOICE	01231	WALMART - CHEEZ IT, MOTTS, COOKIES, CANDY, I	77.99	
01/20/2026	INVOICE	04583	WALMART - SNOWMAN PE	6.76	
01/20/2026	INVOICE	03171	WALMART - BUMPERS, DEHYDR MARCHMELLOWS, 27.	12.19	
01/20/2026	INVOICE	12.11.2025	HOMEFRONT PROTECTIVE GROUP - LUIS VENZOR	350.00	
01/20/2026	INVOICE	12.11.2025	HOMEFRONT PROTECTIVE GROUP - MICHAEL KLEE	350.00	
01/20/2026	INVOICE	111-1687440-211304	AMAZON - APPLI PARTS MOTOR START CAPACITOR	14.40	
01/20/2026	INVOICE	114-1334980-132584	AMAZON - ACRYLIC SIGN HOLDER	27.98	
01/20/2026	INVOICE	114-9944195-797863	AMAZON - NUT & BOLT THREAD CHECKER	29.99	
01/20/2026	INVOICE	SO18956080	SWIM OUTLET MEMBERSHIP	4.99	
01/20/2026	INVOICE	03507	WALMART - POWERADE, SPRITE, FANTA. GV BITE I	27.71	
01/20/2026	INVOICE	Q2110296	QUADIENT LEASE PAYMENT	681.00	
01/20/2026	INVOICE	90145798	FOOD CONCEPTS - BOSCO STICKS WARMING CABINE'	750.19	
01/20/2026	INVOICE	114-1039032-842662	AMAZON - ACRYLIC SIGN HOLDERS	53.97	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/20/2026	INVOICE	334630	HARBOUR FREIGHT - 7HP GAS HRZTL ENGINE	299.98	
01/20/2026	INVOICE	334631	HARBOUR FREIGHT - TOOLS	998.86	
01/20/2026	INVOICE	29557	SELECT TECH - TRI-MARK PADDLE HANDLE	418.13	
01/20/2026	INVOICE	1671731	NATIONAL REGISTRY OF EMT'S	32.00	
01/20/2026	INVOICE	48259	TAYLOR'S TINS - CLASSIC TINS	374.00	
01/20/2026	INVOICE	SP-2489	SNOW PRO - V-PLOW, HD SHOE ASSEMBLY	573.17	
01/20/2026	INVOICE	12.17.2025	COLUMBUS TELEGRAM SUBSCRIPTION	33.99	
01/20/2026	INVOICE	CX0BPOHBATK	NEBRASKA AVIATION COUNCIL AVIATION SYMPOSIUM	135.00	
01/20/2026	INVOICE	12182025	BHM WORLD HERALD NEWSPAPER SUBSCRIPTION	35.99	
01/20/2026	INVOICE	3127146	GOVERNMENT FINANCE OFFICERS ASSOC - EMPLOYMENT	500.00	
01/20/2026	INVOICE	33212	MGT - JOB LISTING FINANCE DIRECTOR	250.00	
01/20/2026	INVOICE	211	JIMMY JOHNS	55.40	
01/20/2026	INVOICE	4253566	AMERICAN LIBRARY - MEMBERSHIP DUES	55.00	
01/20/2026	INVOICE	04749-38403675	CANVA - SUBSCRIPTION	119.40	
01/20/2026	INVOICE	12292025	CONSTANT CONTACT	30.40	
01/20/2026	INVOICE	3512663984	HEAT PRESS NATION - WASTE COLLECTION UNIT	46.45	
01/20/2026	INVOICE	4256727	AMERICAN LIBRARY MEMBERSHIP	215.00	
01/20/2026	INVOICE	112-1363429-804343	AMAZON - WALL CALENDAR	9.47	
01/20/2026	INVOICE	112-3750605-902586	BLACK TONER CARTRIDGE	223.89	
01/20/2026	INVOICE	112-5423032-569542	AMAZON - DESKTOP TENT CALENDAR	12.67	
01/20/2026	INVOICE	112-7519964-143385	AMAZON - PHOTOGRAPHY BACKGROUND, TABLE COVER	53.70	
01/20/2026	INVOICE	112-7904164-947386	AMAZON - BALLOONS	17.98	
01/20/2026	INVOICE	113-0653974-628422	AMAZON - BALLOONS	23.08	
01/20/2026	INVOICE	113-0971185-674102	AMAZON - BOOK	11.97	
01/20/2026	INVOICE	113-2038488-502346	AMAZON - DISH DRYING MAT	8.13	
01/20/2026	INVOICE	113-2495456-983061	AMAZON - BALLOONS	48.20	
01/20/2026	INVOICE	113-3181835-091700	AMAZON - BOOKS	242.01	
01/20/2026	INVOICE	113-3438880-028982	AMAZON -BOOKS, 2026 PLANNER	66.58	
01/20/2026	INVOICE	113-5088944-476662	AMAZON - NOTEBOOK HARDCOVER, BOOKS	110.91	
01/20/2026	INVOICE	113-5554908-870903	BOOKS, DESK CALENDAR	149.90	
01/20/2026	INVOICE	113-6554946-283943	AMAZON - BOOK	10.98	
01/20/2026	INVOICE	113-8935911-571064	AMAZON - BOOK	9.43	
01/20/2026	INVOICE	113-9400846-715782	AMAZON - BOOK	14.53	
01/20/2026	INVOICE	113-9602853-843221	AMAZON - BOOK	8.99	
01/20/2026	INVOICE	113-3982618-296981	CREDIT - AMAZON	(11.99)	
01/20/2026	INVOICE	113-5554909-870903	CREDIT - AMAZON	(14.99)	
01/20/2026	INVOICE	112-1235775-822504	AMAZON - TOASTER, SPRAY BOTTLES	31.78	
01/20/2026	INVOICE	113-7908386-759384	AMAZON - BOOK	7.85	
01/20/2026	INVOICE	113-7908386-759384	AMAZON - BOOK	7.88	
01/20/2026	INVOICE	12.16.2025	CREDIT - REFUND OVERLIMIT FEE	(39.00)	
01/20/2026	INVOICE	41081446477	REFUND SHEEP DOG BLUETOOTH EAR BUDS WINDLE ((269.00)	
01/20/2026	INVOICE	12.29.2025	HOMEFRONT PROTECTIVE GROUP - JEFF UHL	350.00	
				<hr/>	
				Total:	20,443.04
				Net of 98 Invoices / 0 Checks	20,443.04
00169	FRONTIER				
01/20/2026	INVOICE	40256277850209002	NWP 12/30 - 1/29	90.65	
01/20/2026	INVOICE	30818802060523942	E911 PHONE CHARGES 12/30/25 TO 1/29/26	89.84	
01/20/2026	INVOICE	30818801750912722	PHONE/INTERNET/FAX LINES	1,847.68	
				<hr/>	
				Total:	2,028.17
				Net of 3 Invoices / 0 Checks	2,028.17
11413	FRONTLINE COUNSELING LLC				
01/20/2026	INVOICE	90837	PSYCHOTHERAPY	230.00	
				<hr/>	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	230.00	
			Net of 1 Invoices / 0 Checks	230.00	
03172	GALLS LLC				
01/20/2026	INVOICE	033620203	CLOTH COMMENDATION BARS	79.99	
01/20/2026	INVOICE	033665574	POLO & JOB SHIRT ORDER	1,005.04	
01/20/2026	INVOICE	033685272	POLO & JOB SHIRT ORDER	121.20	
01/20/2026	INVOICE	033685273	CHRISTIAN EXTRA PANTS	87.74	
01/20/2026	INVOICE	033630935	5-IN-1 JACKET	595.99	
01/20/2026	INVOICE	033607003	STRYKE PDU PANT	84.97	
01/20/2026	INVOICE	033608086	CLIP ON TIES	244.30	
01/20/2026	INVOICE	033491353	STRYKE PDU PNT	254.08	
01/20/2026	INVOICE	033497898	FAST-TAC TWILL	168.39	
01/20/2026	INVOICE	033525297	SERVING SINCE NAMEPLATE	52.04	
			Total:	2,693.74	
			Net of 10 Invoices / 0 Checks	2,693.74	
00085	GCSAA				
01/20/2026	INVOICE	1514753	MEMBERSHIP DUES 2/1/2026 - 1/31/2027	530.00	
			Total:	530.00	
			Net of 1 Invoices / 0 Checks	530.00	
03174	GEHRING CONSTRUCTION &				
01/20/2026	INVOICE	24400	JOINT SEAL TAR	3,690.00	
01/20/2026	INVOICE	1	CONCRETE PAVING IMPROVEMENTS 2026	22,104.00	
			Total:	25,794.00	
			Net of 2 Invoices / 0 Checks	25,794.00	
00303	GENE STEFFY FORD				
01/20/2026	INVOICE	229422	LOF, ROTATE TIRES, CABIN AIR FILTER, HOOD S'	566.27	
			Total:	566.27	
			Net of 1 Invoices / 0 Checks	566.27	
11239	GOVWORX INC				
01/20/2026	INVOICE	INV-1215	COMMS COACH QA ANNUAL SUBSCRIPTION	8,900.00	
			Total:	8,900.00	
			Net of 1 Invoices / 0 Checks	8,900.00	
02075	GREAT PLAINS COMMUNICATIONS				
01/20/2026	INVOICE	139461 4025624220	PHONE/INTERNET 1/16 - 2/15	1,572.15	
			Total:	1,572.15	
			Net of 1 Invoices / 0 Checks	1,572.15	
11192	GREGG YOUNG CHEVROLET GMC OF COLUMB				
01/20/2026	INVOICE	31329	OIL CHANGE - VIN #2441	118.31	
			Total:	118.31	
			Net of 1 Invoices / 0 Checks	118.31	
03182	HACH COMPANY				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/20/2026	INVOICE	14809771	PUMP TUBING	595.20	
			Total:	595.20	
			Net of 1 Invoices / 0 Checks	595.20	
00272 01/20/2026	HAWKINS INC INVOICE	7301643	CHEMICALS	7,360.96	
			Total:	7,360.96	
			Net of 1 Invoices / 0 Checks	7,360.96	
03185 01/20/2026 01/20/2026	HDR ENGINEERING INC INVOICE INVOICE	1200783940 1200787116	8TH STREET & 12TH AVE INTERSECTION DESIGN NORTH WELL NO 20 DESIGN PHASE SERVICES	27,647.99 3,772.00	
			Total:	31,419.99	
			Net of 2 Invoices / 0 Checks	31,419.99	
01424 01/20/2026	HEARTLAND NATURAL GAS LLC INVOICE	166641 166634 166645 166638 166635 166646 166633 166637 166639 166632 166644 166640 166636 166631 165098	NATURAL GAS - DEC	2,499.63 263.69 2,639.12 227.42 73.91 1,924.08 511.33 320.95 973.21 2,595.20 186.97 3,537.74 89.28 483.46 1,359.19	
			Total:	17,685.18	
			Net of 15 Invoices / 0 Checks	17,685.18	
10975 01/20/2026	HEARTLAND OFFICE CLEANERS INVOICE	25315	JAN CLEANING SERVICE	535.00	
			Total:	535.00	
			Net of 1 Invoices / 0 Checks	535.00	
00784 01/20/2026	HEIMAN INC. INVOICE	0950166-IN	BLITZFIRE OSCILLATOR, PIERCING NOZZLE, BALL	12,669.26	
			Total:	12,669.26	
			Net of 1 Invoices / 0 Checks	12,669.26	
01724 01/20/2026 01/20/2026 01/20/2026 01/20/2026	HOBBY LOBBY INVOICE INVOICE INVOICE INVOICE	146875331 147825937 146724372 146724681	CRAFTS CHRISTMAS, PAPER CRAFTS CUSTOM FRAMES CREDIT	15.92 33.88 51.35 (8.16)	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	92.99	
			Net of 4 Invoices / 0 Checks	92.99	
11444 01/20/2026	HOLTMEIER MELISSA J INVOICE	TRAX	CANDLELIGHT CONCERT FEBRUARY 7TH	850.00	
			Total:	850.00	
			Net of 1 Invoices / 0 Checks	850.00	
00403 01/20/2026 01/20/2026	HOWERTER MD MARK S INVOICE INVOICE	MONTHLY MONTHLY	EMERGENCY MEDICAL DIRECTOR - JCC EMERGENCY MEDICAL DIRECTOR	616.00 687.75	
			Total:	1,303.75	
			Net of 2 Invoices / 0 Checks	1,303.75	
00415 01/20/2026	HR DIRECT INVOICE	INV18505125	POSTER GUARD 1 YEAR	98.95	
			Total:	98.95	
			Net of 1 Invoices / 0 Checks	98.95	
MISC 01/20/2026	HUGHES SCOTT INVOICE	01/08/2026	UB refund for account: 200-42450-03	30.37	
			Total:	30.37	
			Net of 1 Invoices / 0 Checks	30.37	
03192 01/20/2026 01/20/2026 01/20/2026	HY-VEE INC INVOICE INVOICE INVOICE	580158386662 580158695771 580161213395	FORKS FOR BREAKROOM AT CITY HALL FRITO LAY CLASSIC MUSTARD, DILL PICKELS, ONIONS, POP, HAMBURGI	22.32 22.98 42.69	
			Total:	87.99	
			Net of 3 Invoices / 0 Checks	87.99	
00380 01/20/2026	IBM CORPORATION INVOICE	4782952	IBM MAAS360 DELUXE SUITE 1/01/26 - 12/31/26	3,723.19	
			Total:	3,723.19	
			Net of 1 Invoices / 0 Checks	3,723.19	
10920 01/20/2026	IMS ALLIANCE INVOICE	26-0125	NAME TAGS	50.42	
			Total:	50.42	
			Net of 1 Invoices / 0 Checks	50.42	
03199 01/20/2026 01/20/2026 01/20/2026 01/20/2026 01/20/2026 01/20/2026 01/20/2026	JACKSON SERVICES INC INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	5718852 5718859 5724240 5716422 5716424 5716425 5716426	MATS UNIFORMS MATS UNIFORMS UNIFORMS ROLLER TOWEL, UNIFORMS UNIFORMS	90.52 82.37 48.47 161.18 28.96 84.49 107.15	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/20/2026	INVOICE	5716427	MAT	3.30	
01/20/2026	INVOICE	5718136	UNIFORMS	44.98	
01/20/2026	INVOICE	5723178	MAT	27.79	
01/20/2026	INVOICE	5720759	MATS, MOPS, POLISH TOWEL, WINDSHIELD WIPE, :	148.41	
01/20/2026	INVOICE	5720774	UNIFORMS	161.18	
01/20/2026	INVOICE	5720776	MAT, UNIFORMS	33.90	
01/20/2026	INVOICE	5720779	MATS, ROLLER TOWELS, UNIFORMS	123.35	
01/20/2026	INVOICE	5720780	UNIFORMS	107.15	
01/20/2026	INVOICE	5720781	MAT, BAR TOWELS, SHOP TOWEL ORANGE	26.70	
01/20/2026	INVOICE	5720782	UNIFORMS	44.98	
01/20/2026	INVOICE	5720789	MOPS, MATS	63.96	
01/20/2026	INVOICE	5723174	BAR MOP, MICROFIBER TOWEL, APRON	58.02	
01/20/2026	INVOICE	5723177	UNIFORMS	82.37	
01/20/2026	INVOICE	5726108	UNIFORMS	301.56	
01/20/2026	INVOICE	5725150	UNIFORMS	161.23	
01/20/2026	INVOICE	5725152	UNIFORMS	29.01	
01/20/2026	INVOICE	5725153	UNIFORMS	84.54	
01/20/2026	INVOICE	5725154	UNIFORMS	107.20	
01/20/2026	INVOICE	5725155	MAT	3.30	
01/20/2026	INVOICE	5725156	UNIFORMS	45.03	
01/20/2026	INVOICE	5720764	SHOP TOWELS, UNIFORMS	310.41	
01/20/2026	INVOICE	5716414	UNIFORMS	301.51	
01/20/2026	INVOICE	5708681	PAPER TOWEL 2-PLY	64.25	
			Total:	2,937.27	
			Net of 30 Invoices / 0 Checks	2,937.27	
11504	JENNY FARMS				
01/20/2026	INVOICE	12.01.2025-12.31.2	YARD WASTE REMOVAL 12/01/2025 - 12/31/2025	301.50	
			Total:	301.50	
			Net of 1 Invoices / 0 Checks	301.50	
03202	KELLY SUPPLY COMPANY				
01/20/2026	INVOICE	S12309960-0	GATES HYD HOSE, STEMS	45.78	
01/20/2026	INVOICE	S12310011-0	PVC ELL SXS, MALE ADPT, V/S FLG SOC, THREAD	76.82	
01/20/2026	INVOICE	S12310050-0	SLOAN O-RING, VACUUM BREAKER KIT	17.07	
			Total:	139.67	
			Net of 3 Invoices / 0 Checks	139.67	
03205	KIRKHAM MICHAEL & ASSOCIATES				
01/20/2026	INVOICE	98822	CONSTRUCT 8-PLACE T-HANGAR	7,371.70	
			Total:	7,371.70	
			Net of 1 Invoices / 0 Checks	7,371.70	
03206	KOCH EXCAVATING CO INC				
01/20/2026	INVOICE	40466	RIP RAP TO CITY YARD	3,765.45	
01/20/2026	INVOICE	40437	TOP DIRT	232.50	
			Total:	3,997.95	
			Net of 2 Invoices / 0 Checks	3,997.95	
MISC	KORTE KATHY				
01/20/2026	INVOICE	01/08/2026	UB refund for account: 200-25910-01	86.33	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	86.33	
			Net of 1 Invoices / 0 Checks	86.33	
00300 01/20/2026	LACAL EQUIPMENT INC INVOICE	0443408-IN	COVER, USED IN FRONT & MAIN BRM	234.52	
			Total:	234.52	
			Net of 1 Invoices / 0 Checks	234.52	
02236 01/20/2026	LANGUAGE LINE SERVICES INC INVOICE	11804087	OVER THE PHONE INTERPRETATION	306.22	
01/20/2026	INVOICE	11799702	OVER THE PHONE INTERPRETATION	161.37	
			Total:	467.59	
			Net of 2 Invoices / 0 Checks	467.59	
01183 01/20/2026	LARM (LEAGUE ASSOCIATION OF INVOICE	115227	ENDORSEMENT #6	1,342.83	
01/20/2026	INVOICE	115254	ENDORSEMENT #7	1,556.11	
01/20/2026	INVOICE	115272	ENDORSEMENT #10	13.10	
01/20/2026	INVOICE	C5665B3472-0001-01	DEDUCTIBLE	1,000.00	
01/20/2026	INVOICE	4A2410XJ83J-0001	DEDUCTIBLE	937.13	
			Total:	4,849.17	
			Net of 5 Invoices / 0 Checks	4,849.17	
02596 01/20/2026	LAWSON PRODUCTS INVOICE	9313122146	DRILL BIT, LOCK NUT, HEX CAP SCREW	53.79	
			Total:	53.79	
			Net of 1 Invoices / 0 Checks	53.79	
00103 01/20/2026	LINCOLN JOURNAL STAR INVOICE	118-60106294	ADVERTISING	244.36	
01/20/2026	INVOICE	118-60003415	HEARING, COUNCIL MINUTES, ORDINANCE, SALE OI	669.20	
			Total:	913.56	
			Net of 2 Invoices / 0 Checks	913.56	
03214 01/20/2026	LOUP POWER DISTRICT INVOICE	169-ANC	INSTALL NEW 3 PHASE SERVICE TO SEWER LIFT HI	3,080.00	
01/20/2026	INVOICE	400106 JAN 26	ELECTRICITY	25.83	
01/20/2026	INVOICE	400105 JAN 26	ELECTRICITY	46.14	
01/20/2026	INVOICE	169004 JAN 26	ELECTRICITY	1,328.64	
01/20/2026	INVOICE	169005 JAN 26	ELECTRICITY	700.42	
01/20/2026	INVOICE	169009 JAN 26	ELECTRICITY	29.88	
01/20/2026	INVOICE	169016 JAN 26	ELECTRICITY	285.70	
01/20/2026	INVOICE	169017 JAN 26	ELECTRICITY	25.00	
01/20/2026	INVOICE	169019 JAN 26	ELECTRICITY	65.47	
01/20/2026	INVOICE	169018 JAN 26	ELECTRICITY	3.08	
01/20/2026	INVOICE	169022 JAN 26	ELECTRICITY	25.42	
01/20/2026	INVOICE	169020 JAN 26	ELECTRICITY	5.86	
01/20/2026	INVOICE	169023 JAN 26	ELECTRICITY	271.50	
01/20/2026	INVOICE	169024 JAN 26	ELECTRICITY	57.65	
01/20/2026	INVOICE	169026 JAN 26	ELECTRICITY	109.44	
01/20/2026	INVOICE	169027 JAN 27	ELECTRICITY	12.91	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/20/2026	INVOICE	169028 JAN 26	ELECTRICITY	637.73	
01/20/2026	INVOICE	169029 JAN 26	ELECTRICITY	793.01	
01/20/2026	INVOICE	169030 JAN 26	ELECTRICITY	356.74	
01/20/2026	INVOICE	169031 JAN 26	ELECTRICITY	41.30	
01/20/2026	INVOICE	169033 JAN 26	ELECTRICITY	36.74	
01/20/2026	INVOICE	169036 JAN 26	ELECTRICITY	355.20	
01/20/2026	INVOICE	169038 JAN 26	ELECTRICITY	5,681.28	
01/20/2026	INVOICE	169039 JAN 26	ELECTRICITY	25.00	
01/20/2026	INVOICE	169041 JAN 26	ELECTRICITY	38.19	
01/20/2026	INVOICE	169043 JAN 26	ELECTRICITY	42.30	
01/20/2026	INVOICE	169044 JAN 26	ELECTRICITY	43.15	
01/20/2026	INVOICE	169048 JAN 26	ELECTRICITY	29.64	
01/20/2026	INVOICE	169050 JAN 26	ELECTRICITY	99.04	
01/20/2026	INVOICE	169053 JAN 26	ELECTRICITY	38.54	
01/20/2026	INVOICE	169056 JAN 26	ELECTRICITY	40.19	
01/20/2026	INVOICE	169058 JAN 26	ELECTRICITY	43.25	
01/20/2026	INVOICE	169061 JAN 26	ELECTRICITY	32.39	
01/20/2026	INVOICE	169062 JAN 26	ELECTRICITY	162.62	
01/20/2026	INVOICE	169064 JAN 26	ELECTRICITY	46.84	
01/20/2026	INVOICE	169065 JAN 26	ELECTRICITY	1,543.68	
01/20/2026	INVOICE	169066 JAN 26	ELECTRICITY	48.53	
01/20/2026	INVOICE	169069 JAN 26	ELECTRICITY	43.09	
01/20/2026	INVOICE	169072 JAN 26	ELECTRICITY	250.00	
01/20/2026	INVOICE	169073 JAN 26	ELECTRICITY	39.35	
01/20/2026	INVOICE	169074 JAN 26	ELECTRICITY	30.28	
01/20/2026	INVOICE	169077 JAN 26	ELECTRICITY	25.84	
01/20/2026	INVOICE	169080 JAN 26	ELECTRICITY	229.34	
01/20/2026	INVOICE	169081 JAN 26	ELECTRICITY	39.35	
01/20/2026	INVOICE	169082 JAN 26	ELECTRICITY	91.09	
01/20/2026	INVOICE	169081 JAN 26	ELECTRICITY	39.35	
01/20/2026	INVOICE	169087 JAN 26	ELECTRICITY	110.80	
01/20/2026	INVOICE	169084 JAN 26	ELECTRICITY	1,925.13	
01/20/2026	INVOICE	169085 JAN 26	ELECTRICITY	1,400.09	
01/20/2026	INVOICE	169086 JAN 26	ELECTRICITY	2,041.80	
01/20/2026	INVOICE	169083 JAN 26	ELECTRICITY	787.56	
01/20/2026	INVOICE	169089 JAN 26	ELECTRICITY	35.87	
01/20/2026	INVOICE	169090 JAN 26	ELECTRICITY	38.50	
01/20/2026	INVOICE	169091 JAN 26	ELECTRICITY	59.23	
01/20/2026	INVOICE	169092 JAN 26	ELECTRICITY	64.51	
01/20/2026	INVOICE	169093 JAN 26	ELECTRICITY	65.19	
01/20/2026	INVOICE	169094 JAN 26	ELECTRICITY	58.37	
01/20/2026	INVOICE	169096 JAN 26	ELECTRICITY	487.91	
01/20/2026	INVOICE	169097 JAN 26	ELECTRICITY	29.54	
01/20/2026	INVOICE	169098 JAN 26	ELECTRICITY	33.36	
01/20/2026	INVOICE	169107 JAN 26	ELECTRICITY	71.46	
01/20/2026	INVOICE	169112 JAN 26	ELECTRICITY	104.02	
01/20/2026	INVOICE	169116 JAN 26	ELECTRICITY	66.57	
01/20/2026	INVOICE	169118 JAN 26	ELECTRICITY	48.74	
01/20/2026	INVOICE	169120 JAN 26	ELECTRICITY	5,299.20	
01/20/2026	INVOICE	169121 JAN 26	ELECTRICITY	3,472.05	
01/20/2026	INVOICE	169122 JAN 26	ELECTRICITY	2,177.28	
01/20/2026	INVOICE	169123 JAN 26	ELECTRICITY	61.82	
01/20/2026	INVOICE	169124 JAN 26	ELECTRICITY	78.81	
01/20/2026	INVOICE	169125 JAN 26	ELECTRICITY	48.05	
01/20/2026	INVOICE	169126 JAN 26	ELECTRICITY	119.04	
01/20/2026	INVOICE	169127 JAN 26	ELECTRICITY	47.73	
01/20/2026	INVOICE	169130 JAN 26	ELECTRICITY	37.50	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/20/2026	INVOICE	169131 JAN 26	ELECTRICITY	4.15	
01/20/2026	INVOICE	169132 JAN 26	ELECTRICITY	68.89	
01/20/2026	INVOICE	169133 JAN 26	ELECTRICITY	5,829.88	
01/20/2026	INVOICE	169135 JAN 26	ELECTRICITY	2,537.48	
01/20/2026	INVOICE	169136 JAN 26	ELECTRICITY	129.79	
01/20/2026	INVOICE	169137 JAN 26	ELECTRICITY	127.97	
01/20/2026	INVOICE	169138 JAN 26	ELECTRICITY	83.03	
01/20/2026	INVOICE	169139 JAN 26	ELECTRICITY	215.14	
01/20/2026	INVOICE	169140 JAN 26	ELECTRICITY	111.65	
01/20/2026	INVOICE	169141 JAN 26	ELECTRICITY	114.14	
01/20/2026	INVOICE	169142 JAN 26	ELECTRICITY	155.81	
01/20/2026	INVOICE	400001 JAN 26	ELECTRICITY	891.61	
01/20/2026	INVOICE	400002 JAN 26	ELECTRICITY	910.92	
01/20/2026	INVOICE	400003 JAN 26	ELECTRICITY	315.35	
01/20/2026	INVOICE	400004 JAN 26	ELECTRICITY	995.98	
01/20/2026	INVOICE	400005 JAN 26	ELECTRICITY	27.85	
01/20/2026	INVOICE	400006 JAN 26	ELECTRICITY	25.00	
01/20/2026	INVOICE	400008 JAN 26	ELECTRICITY	25.84	
01/20/2026	INVOICE	400009 JAN 26	ELECTRICITY	43.99	
01/20/2026	INVOICE	400010 JAN 26	ELECTRICITY	37.24	
01/20/2026	INVOICE	400011 JAN 26	ELECTRICITY	28.06	
01/20/2026	INVOICE	400012 JAN 26	ELECTRICITY	29.43	
01/20/2026	INVOICE	400013 JAN 26	ELECTRICITY	39.45	
01/20/2026	INVOICE	400015 JAN 26	ELECTRICITY	586.30	
01/20/2026	INVOICE	400016 JAN 26	ELECTRICITY	54.38	
01/20/2026	INVOICE	400017 JAN 26	ELECTRICITY	45.99	
01/20/2026	INVOICE	400018 JAN 26	ELECTRICITY	47.68	
01/20/2026	INVOICE	400019 JAN 26	ELECTRICITY	134.17	
01/20/2026	INVOICE	400020 JAN 26	ELECTRICITY	752.64	
01/20/2026	INVOICE	400023 JAN 26	ELECTRICITY	89.88	
01/20/2026	INVOICE	400024 JAN 26	ELECTRICITY	37.77	
01/20/2026	INVOICE	400025 JAN 26	ELECTRICITY	123.26	
01/20/2026	INVOICE	400026 JAN 26	ELECTRICITY	25.63	
01/20/2026	INVOICE	400028 JAN 26	ELECTRICITY	43.08	
01/20/2026	INVOICE	400029 JAN 26	ELECTRICITY	95.84	
01/20/2026	INVOICE	400030 JAN 26	ELECTRICITY	30.91	
01/20/2026	INVOICE	400031 JAN 26	ELECTRICITY	103.68	
01/20/2026	INVOICE	400032 JAN 26	ELECTRICITY	88.18	
01/20/2026	INVOICE	400033 JAN 26	ELECTRICITY	147.17	
01/20/2026	INVOICE	400034 JAN 26	ELECTRICITY	25.42	
01/20/2026	INVOICE	400036 JAN 26	ELECTRICITY	266.25	
01/20/2026	INVOICE	400037 JAN 26	ELECTRICITY	49.37	
01/20/2026	INVOICE	400039 JAN 26	ELECTRICITY	69.92	
01/20/2026	INVOICE	400040 JAN 26	ELECTRICITY	24,873.37	
01/20/2026	INVOICE	400041 JAN 26	ELECTRICITY	216.94	
01/20/2026	INVOICE	400042 JAN 26	ELECTRICITY	34.92	
01/20/2026	INVOICE	400044 JAN 26	ELECTRICITY	98.26	
01/20/2026	INVOICE	400046 JAN 26	ELECTRICITY	26.38	
01/20/2026	INVOICE	400047 JAN 26	ELECTRICITY	1,059.79	
01/20/2026	INVOICE	400048 JAN 26	ELECTRICITY	40.00	
01/20/2026	INVOICE	400049 JAN 26	ELECTRICITY	47.50	
01/20/2026	INVOICE	400051 JAN 26	ELECTRICITY	44.62	
01/20/2026	INVOICE	400052 JAN 26	ELECTRICITY	37.13	
01/20/2026	INVOICE	400055 JAN 26	ELECTRICITY	25.00	
01/20/2026	INVOICE	400057 JAN 26	ELECTRICITY	59.02	
01/20/2026	INVOICE	400059 JAN 26	ELECTRICITY	67.62	
01/20/2026	INVOICE	400060 JAN 26	ELECTRICITY	12,175.68	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/20/2026	INVOICE	400061 JAN 26	ELECTRICITY	556.22	
01/20/2026	INVOICE	400062 JAN 26	ELECTRICITY	34.81	
01/20/2026	INVOICE	400063 JAN 26	ELECTRICITY	42.94	
01/20/2026	INVOICE	400065 JAN 26	ELECTRICITY	3,782.90	
01/20/2026	INVOICE	400068 JAN 26	ELECTRICITY	63.82	
01/20/2026	INVOICE	400069 JAN 26	ELECTRICITY	41.04	
01/20/2026	INVOICE	400070 JAN 26	ELECTRICITY	1,581.88	
01/20/2026	INVOICE	400071 JAN 26	ELECTRICITY	63.93	
01/20/2026	INVOICE	400072 JAN 26	ELECTRICITY	42.83	
01/20/2026	INVOICE	400073 JAN 26	ELECTRICITY	28.80	
01/20/2026	INVOICE	400075 JAN 26	ELECTRICITY	43.15	
01/20/2026	INVOICE	400076 JAN 26	ELECTRICITY	34.07	
01/20/2026	INVOICE	400077 JAN 26	ELECTRICITY	30.49	
01/20/2026	INVOICE	400079 JAN 26	ELECTRICITY	207.88	
01/20/2026	INVOICE	400081 JAN 26	ELECTRICITY	218.40	
01/20/2026	INVOICE	400083 JAN 26	ELECTRICITY	75.32	
01/20/2026	INVOICE	400084 JAN 26	ELECTRICITY	169.63	
01/20/2026	INVOICE	400085 JAN 26	ELECTRICITY	30.80	
01/20/2026	INVOICE	400088 JAN 26	ELECTRICITY	33.16	
01/20/2026	INVOICE	400089 JAN 26	ELECTRICITY	253.44	
01/20/2026	INVOICE	400090 JAN 26	ELECTRICITY	65.88	
01/20/2026	INVOICE	400091 JAN 26	ELECTRICITY	312.05	
01/20/2026	INVOICE	400092 JAN 26	ELECTRICITY	28.38	
01/20/2026	INVOICE	400093 JAN 26	ELECTRICITY	40.61	
01/20/2026	INVOICE	400094 JAN 26	ELECTRICITY	190.46	
01/20/2026	INVOICE	400095 JAN 26	ELECTRICITY	140.45	
01/20/2026	INVOICE	400096 JAN 26	ELECTRICITY	1,320.96	
01/20/2026	INVOICE	400097 JAN 26	ELECTRICITY	94.31	
01/20/2026	INVOICE	400098 JAN 26	ELECTRICITY	829.44	
01/20/2026	INVOICE	400099 JAN 26	ELECTRICITY	334.08	
01/20/2026	INVOICE	400100 JAN 26	ELECTRICITY	54.80	
01/20/2026	INVOICE	400101 JAN 26	ELECTRICITY	67.88	
01/20/2026	INVOICE	400102 JAN 26	ELECTRICITY	46.52	
01/20/2026	INVOICE	400103 JAN 26	ELECTRICITY	67.94	
01/20/2026	INVOICE	400104 JAN 26	ELECTRICITY	498.60	
Total:				101,566.39	
Net of 165 Invoices / 0 Checks				101,566.39	
02806	MACQUEEN EQUIPMENT				
01/20/2026	INVOICE	P07278	GAS CYLINDERS	310.00	
01/20/2026	INVOICE	P60300	FLIR THERMAL IMAGING CAMERA	19,108.00	
01/20/2026	INVOICE	P16868	MOUNT	103.19	
Total:				19,521.19	
Net of 3 Invoices / 0 Checks				19,521.19	
03217	MAILBOX				
01/20/2026	INVOICE	123142	NEBRASKA PUBLIC HEALTH	15.58	
01/20/2026	INVOICE	123149	NEBRASKA PUBLIC HEALTH	14.73	
01/20/2026	INVOICE	122810	NEBRASKA PUBLIC HEALTH	18.70	
01/20/2026	INVOICE	122817	NEBRASKA PUBLIC HEALTH	13.76	
01/20/2026	INVOICE	122860	NEBRASKA PUBLIC HEALTH	13.73	
01/20/2026	INVOICE	123119	NEBRASKA PUBLIC HEALTH	14.76	
Total:				91.26	
Net of 6 Invoices / 0 Checks				91.26	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10769 01/20/2026	MAS MODERN MARKETING INC INVOICE	MMI166632	SUV SHAPED KEY TAG	616.71	
			Total:	616.71	
			Net of 1 Invoices / 0 Checks	616.71	
10708 01/20/2026	MASTER TECH TRUCK & EQUIPMENT LLC INVOICE	01P4804	ARM LOCKING RECEIVER, ARM LINKAGE	228.57	
			Total:	228.57	
			Net of 1 Invoices / 0 Checks	228.57	
03078 01/20/2026	MCMMASTER-CARR INVOICE	57704741	HIGH SPEED STEEL TAP	57.50	
			Total:	57.50	
			Net of 1 Invoices / 0 Checks	57.50	
00083 01/20/2026	MECHANICAL SALES INC INVOICE	61415	BI-ANNUAL AGREEMENT SERESCO UNIT 1/01/26-12.	9,720.00	
			Total:	9,720.00	
			Net of 1 Invoices / 0 Checks	9,720.00	
10692 01/20/2026	MEDLINE INDUSTRIES INC INVOICE	2405921897	SHEET WHITE	820.56	
			Total:	820.56	
			Net of 1 Invoices / 0 Checks	820.56	
03220 01/20/2026	MENARDS INVOICE	41076	HOSE CLAMP, DRYING CLOTH, TEE, BALL VALVE, 1	86.59	
01/20/2026	INVOICE	40951	FLAG SNAPS, 50' YELLOW CORD	50.55	
01/20/2026	INVOICE	40939	GREASE FITTING, COTTER PIN, 60W LED, BUTANE	48.46	
01/20/2026	INVOICE	40938	TERMINAL BLOCKS, FLASHLIGHT, DURACELL AA	72.12	
01/20/2026	INVOICE	40828	CREDIT - 48" LED	(41.94)	
01/20/2026	INVOICE	40829	48" T8 32W 4100K	50.28	
01/20/2026	INVOICE	40825	AA RAYOVAC, 48" LED	54.93	
01/20/2026	INVOICE	40819	SCREWDRIVER SET	35.98	
01/20/2026	INVOICE	40813	PAPER TOWELS, ANGEL SOFT, KLEENEX, WINDEX	95.20	
01/20/2026	INVOICE	40708	ROLLER 3" STEEL, ORANGE GLO CLEANER	310.97	
01/20/2026	INVOICE	40698	2X2-8' FURRING STRIP, ENTRANCE MAT	79.90	
01/20/2026	INVOICE	40709	3'X4' CONTOURS MAT	33.98	
01/20/2026	INVOICE	40703	BT MOUSE	7.99	
01/20/2026	INVOICE	40648	15A/125V PLUG	5.69	
01/20/2026	INVOICE	40646	DAWN, XTRA PLUS OXI	18.12	
01/20/2026	INVOICE	40764	2X4-16' GREEN TREATED	28.80	
01/20/2026	INVOICE	40522	TOILET CLEANER, FANTASTIK, ZEP, BOWL BRUSH,	40.07	
			Total:	977.69	
			Net of 17 Invoices / 0 Checks	977.69	
00048 01/20/2026	MID-STATES ORGANIZED CRIME INVOICE	2600933-IN	2026 MEMBERSHIP FEE	200.00	
			Total:	200.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	200.00	
10309 01/20/2026	MIDWEST ALARM SERVICES INVOICE	529767	RETURNED SERVICED FIRE EXTINGUISHER	25.00	
			Total:	25.00	
			Net of 1 Invoices / 0 Checks	25.00	
03224 01/20/2026	MIDWEST LABORATORIES INC INVOICE	1268363	TESTING	850.34	
			Total:	850.34	
			Net of 1 Invoices / 0 Checks	850.34	
10976 01/20/2026	MIDWEST PETROLEUM EQUIPMENT LLC INVOICE	40163	TANK MASS FLOW METER NEEDS CALIBRATION	572.50	
			Total:	572.50	
			Net of 1 Invoices / 0 Checks	572.50	
00487 01/20/2026	MIDWEST TAPE LLC INVOICE	508253086	DIGITAL AUDIOBOOK, BINGEPASS, COMICS, EBOOK	525.77	
			Total:	525.77	
			Net of 1 Invoices / 0 Checks	525.77	
03227 01/20/2026	MIDWEST TURF & IRRIGATION INVOICE	3959043-00	NSN TRAINING - BICE & ALDAG	2,596.00	
			Total:	2,596.00	
			Net of 1 Invoices / 0 Checks	2,596.00	
00463 01/20/2026	MIKE'S TOWING INVOICE	40646	TOWING	150.00	
01/20/2026	INVOICE	40650	TOWING	150.00	
01/20/2026	INVOICE	40652	TOWING	150.00	
01/20/2026	INVOICE	40654	TOWING	150.00	
01/20/2026	INVOICE	40661	TOWING	150.00	
01/20/2026	INVOICE	40662	TOWING	150.00	
01/20/2026	INVOICE	40878	TOWING	150.00	
01/20/2026	INVOICE	40665	TOWING	150.00	
01/20/2026	INVOICE	40666	TOWING	225.00	
			Total:	1,425.00	
			Net of 9 Invoices / 0 Checks	1,425.00	
00210 01/20/2026	MUNICIPAL PIPE TOOL CO LLC INVOICE	38551	BALL VALVE 1"	273.90	
			Total:	273.90	
			Net of 1 Invoices / 0 Checks	273.90	
10225 01/20/2026	NAPA AUTO PARTS OF COLUMBUS INVOICE	770393	HD 10W30	129.90	
01/20/2026	INVOICE	770444	CHUCK HD, GAUGE	89.61	
01/20/2026	INVOICE	770545	BOOST 12V JUMP START	349.99	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/20/2026	INVOICE	770611	WEATHER SHIELD EN HOSE, HOSE END FITTING	126.47	
01/20/2026	INVOICE	770757	COPPER WASHER ASSORTMENT	73.99	
01/20/2026	INVOICE	770943	EPR	35.50	
01/20/2026	INVOICE	770903	EPR	17.75	
Total:				823.21	
Net of 7 Invoices / 0 Checks				823.21	
00572	NE DEPT OF TRANSPORTATION				
01/20/2026	INVOICE	3113102784	REIMBURSE BLACK HILLS/WOOD RIVER 3303 12TH :	441.78	
Total:				441.78	
Net of 1 Invoices / 0 Checks				441.78	
03246	NORTHEAST NEBRASKA ECONOMIC				
01/20/2026	INVOICE	26229	23-DTR-003 SEPTEMBER 2025 SERVICES	380.00	
01/20/2026	INVOICE	26302	23-DTR-003 JULY 2025 SERIVES, AUG 2025 SERV	5,148.75	
01/20/2026	INVOICE	26303	23-DTR-003 OCTOBER 2025 SERVICES	210.00	
Total:				5,738.75	
Net of 3 Invoices / 0 Checks				5,738.75	
03245	NORTHEAST NEBRASKA SOLID				
01/20/2026	INVOICE	12312025	LANDFILL CHARGES	64,407.81	
Total:				64,407.81	
Net of 1 Invoices / 0 Checks				64,407.81	
03249	OCCUPATIONAL HEALTH SERV				
01/20/2026	INVOICE	83841	DRUG SCREENS, IMMUNIZATION	427.00	
01/20/2026	INVOICE	83842	TDAP IMMUNIZATION	47.00	
01/20/2026	INVOICE	84022	DRUG SCREEN	137.00	
01/20/2026	INVOICE	84021	HEPATITIS & HIV ANTIBODY	107.00	
01/20/2026	INVOICE	84020	DRUG SCREEN PRE-EMPLOYMENT	260.00	
Total:				978.00	
Net of 5 Invoices / 0 Checks				978.00	
00761	OLIVER PACKAGING & EQUIPMENT				
01/20/2026	INVOICE	266298	TRAYS, FILM ROLL	3,402.32	
Total:				3,402.32	
Net of 1 Invoices / 0 Checks				3,402.32	
02852	OLSON'S PEST TECHNICIANS				
01/20/2026	INVOICE	495726	PEST CONTROL	85.00	
01/20/2026	INVOICE	495727	PEST CONTROL	55.00	
01/20/2026	INVOICE	495728	PEST CONTROL	90.00	
01/20/2026	INVOICE	495729	PEST CONTROL	60.00	
01/20/2026	INVOICE	495730	PEST CONTROL	75.00	
01/20/2026	INVOICE	497341	PEST CONTROL	63.00	
01/20/2026	INVOICE	495907	PEST CONTROL	75.00	
Total:				503.00	
Net of 7 Invoices / 0 Checks				503.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01451 01/20/2026	ONE CALL CONCEPTS INC INVOICE	5120145	LOCATE FEES	186.64	
			Total:	186.64	
			Net of 1 Invoices / 0 Checks	186.64	
00176 01/20/2026	O'REILLY AUTOMOTIVE INC INVOICE	0681-380778	ERGZR 2450-2	11.99	
01/20/2026	INVOICE	0681-380844	ERASER WHEEL, SCRAP BLADES, TRIM PANEL	64.06	
01/20/2026	INVOICE	0681-376722	WASHER FLUID	27.96	
01/20/2026	INVOICE	0681-379882	CAPSULE	104.68	
01/20/2026	INVOICE	0681-380489	MOTOR OIL, ABSORBENT	85.93	
			Total:	294.62	
			Net of 5 Invoices / 0 Checks	294.62	
10411 01/20/2026	PAPER TIGER SHREDDING INVOICE	229731	64 GALLON CONTAINER	35.00	
			Total:	35.00	
			Net of 1 Invoices / 0 Checks	35.00	
11502 01/20/2026	PENCE CAROL INVOICE	1.20.2026	REFUND CAT PUNCH CARD - 11 PUNCHES NOT USED	22.00	
			Total:	22.00	
			Net of 1 Invoices / 0 Checks	22.00	
00139 01/20/2026	PENWORTHY COMPANY INVOICE	0613867-IN	MATERIALS	1,483.73	
			Total:	1,483.73	
			Net of 1 Invoices / 0 Checks	1,483.73	
00345 01/20/2026	PETE LIEN & SONS INC. INVOICE	CD99381152	QUICKLIME FINES	7,091.81	
			Total:	7,091.81	
			Net of 1 Invoices / 0 Checks	7,091.81	
03258 01/20/2026	PETTY CASH INVOICE	12.30.2025	PETTY CASH	134.17	
			Total:	134.17	
			Net of 1 Invoices / 0 Checks	134.17	
00155 01/20/2026	PLATTE COUNTY INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	4,183.86	
			Total:	4,183.86	
			Net of 1 Invoices / 0 Checks	4,183.86	
00172 01/20/2026	POLICE CHIEFS ASSN OF NEBRASKA INVOICE	2026	2026 MEMBERSHIP DUES	200.00	
			Total:	200.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	200.00	
10350 01/20/2026	POSITIVE CONCEPTS/ATPI INVOICE	0263033-IN	POLY BAGS	430.00	
			Total:	430.00	
			Net of 1 Invoices / 0 Checks	430.00	
10964 01/20/2026 01/20/2026	PROVANTAGE ACCOUNTING INVOICE INVOICE	9951670 9951637	HP ELITE DESK, SPK BAR, MOUNTING BRACKET HP SERIES 5 PRO	19,980.00 4,590.00	
			Total:	24,570.00	
			Net of 2 Invoices / 0 Checks	24,570.00	
10431 01/20/2026	QUADIEN, INC. INVOICE	17615582	INK CARTRIDGE POSTAGE METER	202.75	
			Total:	202.75	
			Net of 1 Invoices / 0 Checks	202.75	
03263 01/20/2026	QUILL CORPORATION INVOICE	46931618	RECEIPT PAPER	74.78	
			Total:	74.78	
			Net of 1 Invoices / 0 Checks	74.78	
01920 01/20/2026 01/20/2026	RDO TRUCK CENTERS INVOICE INVOICE	12253NN 43831N	INSPECT DIFF LOCK SENSOR FILTER KIT	294.00 75.02	
			Total:	369.02	
			Net of 2 Invoices / 0 Checks	369.02	
03264 01/20/2026 01/20/2026 01/20/2026 01/20/2026	REARDON LAWN & GARDEN INC INVOICE INVOICE INVOICE INVOICE	19635 19603 19074 19180	WHEEL 12" LOOP 3/8 BEARING - PILLOWBLOCK TUNE UP & SERVICE TRIMMERS & MOWER	46.99 23.00 16.99 304.39	
			Total:	391.37	
			Net of 4 Invoices / 0 Checks	391.37	
11499 01/20/2026	REFERENCE POINT PRESS INVOICE	11135	MATERIALS	2,410.45	
			Total:	2,410.45	
			Net of 1 Invoices / 0 Checks	2,410.45	
00161 01/20/2026	REMBOLT LUDTKE LLP INVOICE	191	LABOR & EMPLOYMENT ISSUES	352.00	
			Total:	352.00	
			Net of 1 Invoices / 0 Checks	352.00	
10872	RIVERSIDE PORTABLES LLC				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/20/2026	INVOICE	19449	PORTABLE RESTROOM - FIRE TRAINING TOWER	110.00	
			Total:	110.00	
			Net of 1 Invoices / 0 Checks	110.00	
03270	SAPP BROS COLUMBUS INC				
01/20/2026	INVOICE	IN4894807	FUEL	5,460.00	
01/20/2026	INVOICE	IN4896246	DIESEL EXHAUST FLUID	268.56	
01/20/2026	INVOICE	IN4902571	FUEL	1,561.00	
01/20/2026	INVOICE	IN4903184	VP RACING GAS	79.99	
01/20/2026	INVOICE	IN4908133	FUEL	7,496.50	
01/20/2026	INVOICE	IN4910732	FUEL	4,532.00	
01/20/2026	INVOICE	IN4910735	FUEL	4,940.00	
01/20/2026	INVOICE	CP0156113	FUEL/DIESEL EXHAUST FLUID	123.23	
			Total:	24,461.28	
			Net of 8 Invoices / 0 Checks	24,461.28	
03271	SCHIEFFER SIGNS INC				
01/20/2026	INVOICE	50722	CIRCULAR DECALS FOR TEE MARKERS	446.50	
			Total:	446.50	
			Net of 1 Invoices / 0 Checks	446.50	
00156	SEALOCK GREG				
01/20/2026	INVOICE	1.08.2026	PREEMPLOYMENT POLYGRAPH	450.00	
			Total:	450.00	
			Net of 1 Invoices / 0 Checks	450.00	
00465	SERVICEMASTER BY SHEVLIN				
01/20/2026	INVOICE	12499	MONTHLY JANITORIAL SERVICE	2,661.00	
			Total:	2,661.00	
			Net of 1 Invoices / 0 Checks	2,661.00	
01090	SHEVLIN SUPPLY				
01/20/2026	INVOICE	8705	ROLL TOWEL	58.85	
			Total:	58.85	
			Net of 1 Invoices / 0 Checks	58.85	
11134	SHIRTS ARE US LLC				
01/20/2026	INVOICE	1390	RESERVE SHIRTS	158.00	
			Total:	158.00	
			Net of 1 Invoices / 0 Checks	158.00	
03277	SIPPLE, HANSEN, EMERSON,				
01/20/2026	INVOICE	1-00M DEC 25	LEGAL SERVICES	4,304.05	
			Total:	4,304.05	
			Net of 1 Invoices / 0 Checks	4,304.05	
11393	SRF CONSULTING GROUP INC				
01/20/2026	INVOICE	19201.00-7	QUIET ZONE ANALYSIS	2,662.94	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	2,662.94	
			Net of 1 Invoices / 0 Checks	2,662.94	
02510 01/20/2026	STATE FIRE MARSHAL TRAINING INVOICE	3470	FIRE FIGHTER I CERTIFICATION, FINAL TEST	75.00	
			Total:	75.00	
			Net of 1 Invoices / 0 Checks	75.00	
03280 01/20/2026	STATE OF NEBR DEPT OF REVENUE INVOICE	12312025POOLS	SALES TAX - DEC 2025 POOLS	217.80	
01/20/2026	INVOICE	12312025GOLF	SALES TAX - DEC 2025 GOLF	988.56	
01/20/2026	INVOICE	12312025	SALES TAX	1,666.07	
01/20/2026	INVOICE	12312025UTILITY	SALES TAX - DEC 2025 UTILITY	50,501.20	
			Total:	53,373.63	
			Net of 4 Invoices / 0 Checks	53,373.63	
02204 01/20/2026	STRYKER SALES LLC INVOICE	9211253125	PAPER ROLL ECG	216.30	
01/20/2026	INVOICE	9211272780	SENSOR, RD SET, SENSOR, LNCS	1,857.70	
			Total:	2,074.00	
			Net of 2 Invoices / 0 Checks	2,074.00	
00105 01/20/2026	SUPER SAVER INVOICE	129659	CREDIT - REFUNDED TAX	(0.30)	
01/20/2026	INVOICE	131534	GROCERIES	7.81	
01/20/2026	INVOICE	131825	GROCERIES	11.64	
			Total:	19.15	
			Net of 3 Invoices / 0 Checks	19.15	
00110 01/20/2026	SYSCO LINCOLN INVOICE	661687128	LETTUCE	105.40	
01/20/2026	INVOICE	661695457	GROCERIES	3,088.91	
01/20/2026	INVOICE	661706849	GROCERIES, MOP HEAD, SCRUB PAD	1,547.73	
01/20/2026	INVOICE	661726503	GROCERIES, TOWEL ROLL, HAND SOAP	1,492.11	
01/20/2026	INVOICE	661717841	GROCERIES, COFFEE	1,954.82	
			Total:	8,188.97	
			Net of 5 Invoices / 0 Checks	8,188.97	
10997 01/20/2026	T-BONE PD LLC INVOICE	11651	PROPANE	63.78	
			Total:	63.78	
			Net of 1 Invoices / 0 Checks	63.78	
10237 01/20/2026	TELEFLEX LLC INVOICE	9511016744	NASAL AIRWAY	90.00	
			Total:	90.00	
			Net of 1 Invoices / 0 Checks	90.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03095 01/20/2026	THE FILTER SHOP INVOICE	268672	AIR FILTERS	7,407.42	
			Total:	7,407.42	
			Net of 1 Invoices / 0 Checks	7,407.42	
10987 01/20/2026 01/20/2026	THE GOLF SHOP INVOICE INVOICE	507 511	MONTHLY TERMINAL USAGE FEES DECEMBER 2025 6 - CIGARETTE BUTT RECEPTACLES	555.25 552.00	
			Total:	1,107.25	
			Net of 2 Invoices / 0 Checks	1,107.25	
11501 01/20/2026 01/20/2026	THE GRINNELL GROUP LLC INVOICE INVOICE	2990 1314	WIRELESS TOWER ESCROW REFUND 2990 48TH AVE WIRELESS TOWER ESCROW REFUND - 1314 17TH ST	4,400.00 4,400.00	
			Total:	8,800.00	
			Net of 2 Invoices / 0 Checks	8,800.00	
03128 01/20/2026 01/20/2026 01/20/2026 01/20/2026 01/20/2026 01/20/2026 01/20/2026	TIRE OUTLET INC INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	258981 258990 258904 258816 259039 258996 258976	REPAIRS REPAIRS REPAIR REPAIR TRUCK TIRES REPAIR REPAIR 2 - 26 12X12 CARISLE TIRES	50.00 70.00 35.00 210.00 35.00 35.00 280.00	
			Total:	715.00	
			Net of 7 Invoices / 0 Checks	715.00	
10589 01/20/2026	TK ELEVATOR CORPORATION INVOICE	3009132290	MAINTENANCE INVOICE	272.17	
			Total:	272.17	
			Net of 1 Invoices / 0 Checks	272.17	
01923 01/20/2026	TRADITIONS INVOICE	23-DTR-003	23-DTR-003 CDBG AGREEMENT	4,351.54	
			Total:	4,351.54	
			Net of 1 Invoices / 0 Checks	4,351.54	
00550 01/20/2026 01/20/2026	TRUCK CENTER COMPANIES INVOICE INVOICE	XA111061153:01 RA111008486:01	HEADLAMP REFLECTOR AIR SPRINK KIT, AIR DRYER - VIN #0428	44.40 1,291.97	
			Total:	1,336.37	
			Net of 2 Invoices / 0 Checks	1,336.37	
01413 01/20/2026	TWIN RIVERS VETERINARY CLINIC INVOICE	204958	VETERINARY CARE	405.00	
			Total:	405.00	
			Net of 1 Invoices / 0 Checks	405.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00032 01/20/2026	UNITED STATES POST OFFICE INVOICE	POST OFFICE L PO BOX 1217	PO BOX 1677 RENEWAL FEE FOR 2026	436.00	
			Total:	436.00	
			Net of 1 Invoices / 0 Checks	436.00	
00664 01/20/2026	UTILITY SERVICE CO INC INVOICE	640604	640605, 640606, 640607 QUARTERLY TANK/TOWER	22,978.03	
			Total:	22,978.03	
			Net of 1 Invoices / 0 Checks	22,978.03	
10948 01/20/2026	VAN DYKE CARROLL INVOICE	1.01.2026	OPEN/CLOSE CEMETERY GATES	175.00	
			Total:	175.00	
			Net of 1 Invoices / 0 Checks	175.00	
11066 01/20/2026	VAN IPEREN JEAN INVOICE	1.12.2026	REIMBURSE REGISTRATION FOR ARTS & CULTURE D:	80.00	
			Total:	80.00	
			Net of 1 Invoices / 0 Checks	80.00	
02045 01/20/2026 01/20/2026	VAN WALL EQUIPMENT INC INVOICE INVOICE	6788656 6785637	CASE BAL BEARING, SNAP RING, SEAL SLEEVE, SEAT D:	167.42 804.73	
			Total:	972.15	
			Net of 2 Invoices / 0 Checks	972.15	
11146 01/20/2026 01/20/2026	VANDENBERG ELE & COMMUNICATIONS LLC INVOICE INVOICE	10961 10962	SECTION REPLACEMENT REPLACE BTM SEAL	2,036.00 850.00	
			Total:	2,886.00	
			Net of 2 Invoices / 0 Checks	2,886.00	
11160 01/20/2026 01/20/2026 01/20/2026 01/20/2026 01/20/2026	WAGNER CINDY INVOICE INVOICE INVOICE INVOICE INVOICE	1634-44 1634-37 1634-40 1634-39 1634-45	SEWING OFFICER POPPE SEWING - WHITE QM SEWING - LEVANDER QM SEWING - DREIFURST QM SEWING - VELAZQUEZ	112.00 16.00 96.00 96.00 80.00	
			Total:	400.00	
			Net of 5 Invoices / 0 Checks	400.00	
03154 01/20/2026	WASTE CONNECTIONS OF NEBRASKA INVOICE	7495900T054	GARBAGE SERVICE	691.53	
			Total:	691.53	
			Net of 1 Invoices / 0 Checks	691.53	
11506 01/20/2026	WOODRIVER ENERGY LLC INVOICE	480866	NATURAL GAS	422.87	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01/20/2026	INVOICE	480863	NATURAL GAS	472.26	
			Total:	895.13	
			Net of 2 Invoices / 0 Checks	895.13	
			invoices and 0 checks for 153 vendors:	1,031,295.44	

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
122034	KIRKHAM MICHAEL & ASSOCIATES	12/05/2025	01/20/2026	7,371.70	7,371.70	Open	N
122061	LOUP POWER DISTRICT	01/02/2026	01/20/2026	5,681.28	5,681.28	Open	N
122103	LOUP POWER DISTRICT	01/02/2026	01/20/2026	5,299.20	5,299.20	Open	N
122114	LOUP POWER DISTRICT	01/02/2026	01/20/2026	5,829.88	5,829.88	Open	N
122309	DUNBAR DOUGLAS	01/01/2026	01/20/2026	7,234.86	7,234.86	Open	N
122362	MECHANICAL SALES INC	01/07/2026	01/20/2026	9,720.00	9,720.00	Open	N
122377	CASEY'S MAIL SERVICE LLC	01/02/2026	01/20/2026	5,567.20	5,567.20	Open	N
122431	FIRST NATIONAL BANK OMAHA	12/03/2025	01/20/2026	6,521.20	6,521.20	Open	N
122459	AQUA-PURE INC	01/02/2026	01/20/2026	8,500.81	8,500.81	Open	N
122615	BLACKSTRAP INC	01/08/2026	01/20/2026	5,489.10	5,489.10	Open	N
122621	HAWKINS INC	01/08/2026	01/20/2026	7,360.96	7,360.96	Open	N
122630	PETE LIEN & SONS INC.	11/01/2026	01/20/2026	7,091.81	7,091.81	Open	N
122675	NORTHEAST NEBRASKA ECONOMIC	01/02/2026	01/20/2026	5,148.75	5,148.75	Open	N
122690	SAPP BROS COLUMBUS INC	12/04/2025	01/20/2026	5,460.00	5,460.00	Open	N
122694	SAPP BROS COLUMBUS INC	12/17/2025	01/20/2026	7,496.50	7,496.50	Open	N
122705	GOVWORX INC	09/10/2025	01/20/2026	8,900.00	8,900.00	Open	N
122719	THE FILTER SHOP	01/12/2026	01/20/2026	7,407.42	7,407.42	Open	N

# of Invoices:	17	# Due:	17	Totals:	116,080.67	116,080.67
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					<u>116,080.67</u>	<u>116,080.67</u>

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY FUND ---							
	100 - GENERAL FUND			47,703.84	47,703.84		
	200 - STREETS/ENGINEERING			12,985.60	12,985.60		
	205 - AIRPORT			7,371.70	7,371.70		
	220 - COMMUNICATIONS - E911			8,900.00	8,900.00		
	240 - HOUSING REHAB & LOANS			5,148.75	5,148.75		
	500 - UTILITY SERVICE			9,870.41	9,870.41		
	520 - WATER			18,640.37	18,640.37		
	570 - SOLID WASTE DIVISION			5,460.00	5,460.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	100 - GENERAL ADMINISTRATION			13,938.62	13,938.62		
	110 - POLICE			5,299.20	5,299.20		
	130 - LIBRARY			5,829.88	5,829.88		
	152 - AQUATIC CENTER POOL			15,401.28	15,401.28		
	155 - VAN BERG GOLF COURSE			2,387.56	2,387.56		
	156 - QUAIL RUN GOLF COURSE			4,847.30	4,847.30		
	200 - STREETS			12,985.60	12,985.60		
	205 - AIRPORT			7,371.70	7,371.70		
	220 - E911			8,900.00	8,900.00		
	244 - CDBG DPA LOANS (NENEDD)			5,148.75	5,148.75		
	500 - WASTEWATER COLLECTION			2,778.60	2,778.60		
	501 - WASTEWATER TREATMENT FAC			7,091.81	7,091.81		
	520 - WATER			18,640.37	18,640.37		
	570 - TRANSFER STATION			5,460.00	5,460.00		

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 100 GENERAL ADMINISTRATION					
100-100-52700-CREAT	TRAINING AND TUITION	VAN IPEREN JEAN	REIMBURSE REGISTRATION FOR ARTS & CULTU	80.00	
100-100-53200	PROFESSIONAL SERVICES	BERENS-TATE CONSULTING GR	ARBITRAGE REBATE REPORT	4,000.00	
100-100-53200	PROFESSIONAL SERVICES	REMBOLT LUDTKE LLP	LABOR & EMPLOYMENT ISSUES	352.00	
100-100-53200	PROFESSIONAL SERVICES	SIPPLE, HANSEN, EMERSON,	LEGAL SERVICES	4,304.05	
100-100-53200-CREAT	PROFESSIONAL SERVICES	BENDER JESSICA	REFUND - NEW YEAR, NEW YOU	60.00	
100-100-53200-CREAT	PROFESSIONAL SERVICES	CONFLUENCE INC	DOWNTOWN SIGNAGE	850.75	
100-100-53200-CREAT	PROFESSIONAL SERVICES	FIRST NATIONAL BANK OMAHA	GOOGLE WORKSPACE	6.00	
100-100-53200-CREAT	PROFESSIONAL SERVICES	HOLTMEIER MELISSA J	CANDLELIGHT CONCERT FEBRUARY 7TH	850.00	
100-100-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - ETHERNET CABLE	6,776.07	
100-100-53400	COMPUTER SUPPORT/MAINT	IBM CORPORATION	IBM MAAS360 DELUXE SUITE 1/01/26 - 12/3	3,723.19	
100-100-54310	BUILDING MAINTENANCE	JACKSON SERVICES INC	MATS	90.52	
100-100-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	85.00	
100-100-54310	BUILDING MAINTENANCE	THE FILTER SHOP	AIR FILTERS	7,407.42	
100-100-54380	MAINTENANCE AGREEMENTS	CULLIGAN OF COLUMBUS	SOFTENER SALT	582.75	
100-100-54380	MAINTENANCE AGREEMENTS	MIDWEST ALARM SERVICES	RETURNED SERVICED FIRE EXTINGUISHER	25.00	
100-100-55500	PUBLICATIONS AND NOTICES	LINCOLN JOURNAL STAR	HEARING, COUNCIL MINUTES, ORDINANCE, SF	669.20	
100-100-55900	MISCELLANEOUS	HR DIRECT	POSTER GUARD 1 YEAR	98.95	
100-100-55900	MISCELLANEOUS	HY-VEE INC	FORKS FOR BREAKROOM AT CITY HALL	22.32	
100-100-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	LYSOL, GLASS CLEANER, CLOROX WIPES	14.96	
100-100-56010	SUPPLIES	QUADIANT, INC.	INK CARTRIDGE POSTAGE METER	202.75	
100-100-56010-CREAT	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - BLACK TONER CARTRIDGE	108.99	
100-100-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	SHARPIE MARKER	148.12	
100-100-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - BLACK TONER	194.49	
100-100-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	WATER STATEMENTS	10.00	
100-100-56040	POSTAGE AND FREIGHT	FIRST NATIONAL BANK OMAHA	QUADIANT LEASE PAYMENT	681.00	
100-100-56040	POSTAGE AND FREIGHT	UNITED STATES POST OFFICE	PO BOX 1677 RENEWAL FEE FOR 2026	436.00	
100-100-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,537.48	
100-100-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	117.82	
100-100-56240	TELEPHONE	AT&T MOBILITY-CC	TABLETS 12/05/25 - 1/04/26	32.25	
100-100-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	317.26	
100-100-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	162.50	
100-100-56250	REFUSE	PAPER TIGER SHREDDING	64 GALLON CONTAINER	35.00	
100-100-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	149.74	
100-100-56410	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	COLUMBUS TELEGRAM SUBSCRIPTION	69.98	
100-100-56620	EMERGENCY MANAGEMENT	BLACK HILLS ENERGY	NATURAL GAS	124.70	
100-100-56620	EMERGENCY MANAGEMENT	HEARTLAND NATURAL GAS LLC	NATURAL GAS	227.42	
100-100-56620	EMERGENCY MANAGEMENT	LOUP POWER DISTRICT	ELECTRICITY	375.95	
100-100-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX	353.09	
100-100-57200-23001	CAPITAL-LAND & BUILDINGS	CONFLUENCE INC	DOWNTOWN SIGNAGE	850.75	
Total For Dept 100 GENERAL ADMINISTRATION				37,133.47	
Dept 102 COLUMBUS AREA TRANSIT					
100-102-54310	BUILDING & GROUNDS MAINT	OLSON'S PEST TECHNICIANS	PEST CONTROL	55.00	
100-102-55930	REFUNDS	PENCE CAROL	REFUND CAT PUNCH CARD - 11 PUNCHES NOT	22.00	
100-102-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	27.79	
100-102-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	114.13	
100-102-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	186.97	
100-102-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	104.02	
100-102-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	103.72	
100-102-56240	TELEPHONE	AT&T MOBILITY-CC	TABLETS 12/05/25 - 1/04/26	64.50	
100-102-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	19.32	
100-102-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	35.03	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 102 COLUMBUS AREA TRANSIT					
Total For Dept 102 COLUMBUS AREA TRANSIT				732.48	
Dept 103 COLUMBUS SENIOR CENTER					
100-103-54510-III-B	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE	(MONTHLY LEASE PAYMENT	7,773.53	
100-103-54510-III-C	BUILDING RENTAL/LEASE	COLUMBUS FAMILY RESOURCE	(MONTHLY LEASE PAYMENT	3,492.45	
100-103-56010-III-B	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	67.50	
100-103-56010-III-B	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - BLACK TONER CARTRIDGE	82.50	
100-103-56010-III-B	SUPPLIES	SYSCO LINCOLN	GROCERIES, COFFEE	21.23	
100-103-56010-III-C	SUPPLIES	OLIVER PACKAGING & EQUIPME	TRAYS, FILM ROLL	3,402.32	
100-103-56010-III-C	SUPPLIES	SYSCO LINCOLN	GROCERIES, COFFEE	48.01	
100-103-56030-III-B	CLEANING SUPPLIES/SERVICE	MENARDS	TOILET CLEANER, FANTASTIK, ZEP, BOWL BF	20.03	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	BAR MOP, MICROFIBER TOWEL, APRON	58.02	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	MENARDS	TOILET CLEANER, FANTASTIK, ZEP, BOWL BF	20.04	
100-103-56030-III-C	CLEANING SUPPLIES/SERVICE	SYSCO LINCOLN	GROCERIES, MOP HEAD, SCRUB PAD	209.24	
100-103-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	30.37	
100-103-56300-III-C	FOOD COSTS	SUPER SAVER	CREDIT - REFUNDED TAX	19.15	
100-103-56300-III-C	FOOD COSTS	SYSCO LINCOLN	LETTUCE	7,853.60	
100-103-56400-III-B	PROGRAMS	SYSCO LINCOLN	GROCERIES, COFFEE	56.89	
100-103-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX	2.44	
Total For Dept 103 COLUMBUS SENIOR CENTER				23,157.32	
Dept 105 FINANCE					
100-105-52710	EMPLOYEE RECRUITMENT/RETENTION	FIRST NATIONAL BANK OMAHA	GOVERNMENT FINANCE OFFICERS ASSOC - EME	750.00	
100-105-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	39.69	
Total For Dept 105 FINANCE				789.69	
Dept 106 CITY CLERK					
100-106-56020	OFFICE SUPPLIES	HOBBY LOBBY	CUSTOM FRAMES	43.19	
100-106-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	45.15	
Total For Dept 106 CITY CLERK				88.34	
Dept 108 HUMAN RESOURCES					
100-108-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	109.92	
100-108-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	14.78	
Total For Dept 108 HUMAN RESOURCES				124.70	
Dept 110 POLICE					
100-110-52700	TRAINING AND TUITION	BENCHMARK GOVERNMENT SOLU	MEALS - PENNINGTON, VELAZQUEZ	764.00	
100-110-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	GAYLORD NATIONAL HOTEL	1,689.86	
100-110-52710	EMPLOYEE RECRUITMENT/RETENTION	FIRST NATIONAL BANK OMAHA	JIMMY JOHNS	55.40	
100-110-52800	UNIFORMS	FIRST NATIONAL BANK OMAHA	AMAZON - TACTICAL CARGO PANTS	128.70	
100-110-52800	UNIFORMS	GALLS LLC	5-IN-1 JACKET	1,399.77	
100-110-52800	UNIFORMS	WAGNER CINDY	SEWING OFFICER POPPE	192.00	
100-110-52810	UNIFORMS-QUARTERMASTER	FIRST NATIONAL BANK OMAHA	PRIMARY ARMS - BALESTERI, WIELGUS QM	96.42	
100-110-52810	UNIFORMS-QUARTERMASTER	WAGNER CINDY	SEWING - WHITE QM	208.00	
100-110-53200	PROFESSIONAL SERVICES	FIRST NATIONAL BANK OF OM	PLATE COUNTY ATTORNEY SUBPOENA	36.60	
100-110-53200	PROFESSIONAL SERVICES	FRONTLINE COUNSELING LLC	PSYCHOTHERAPY	230.00	
100-110-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	306.22	
100-110-53200	PROFESSIONAL SERVICES	OCCUPATIONAL HEALTH SERV	DRUG SCREEN	137.00	
100-110-53200	PROFESSIONAL SERVICES	PLATTE COUNTY	COUNTY ATTORNEY SERVICES	4,183.86	
100-110-53200	PROFESSIONAL SERVICES	SEALOCK GREG	PREEMPLOYMENT POLYGRAPH	450.00	
100-110-53200	PROFESSIONAL SERVICES	TWIN RIVERS VETERINARY CLJ	VETERINARY CARE	405.00	
100-110-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - DISPLAY PORT CABLE, DVD-RAM DF	301.06	
100-110-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP ELITE DESK, SPK BAR, MOUNTING BRACKE	14,160.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 110 POLICE					
100-110-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	KEY KWIKSET	124.75	
100-110-54310	BUILDING MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - FLAG WEIGHTS, 3 RING BINDER, S	333.86	
100-110-54310	BUILDING MAINTENANCE	MENARDS	2X2-8' FURRING STRIP, ENTRANCE MAT	79.90	
100-110-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	TUNE UP & SERVICE TRIMMERS & MOWER	304.39	
100-110-54330	VEHICLE MAINTENANCE	CNC REPAIR LLC	BATTERY - VIN #8025	1,332.14	
100-110-54330	VEHICLE MAINTENANCE	COLUMBUS TIRE & SERVICE	REPAIR TIRE	25.00	
100-110-54380	MAINTENANCE AGREEMENTS	OLSON'S PEST TECHNICIANS	PEST CONTROL	90.00	
100-110-54380	MAINTENANCE AGREEMENTS	TK ELEVATOR CORPORATION	MAINTENANCE INVOICE	272.17	
100-110-54530	VEHICLE TOWING	BEHLEN TOWING LLC	TOWING	1,200.00	
100-110-54530	VEHICLE TOWING	MIKE'S TOWING	TOWING	1,425.00	
100-110-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	ENDORSEMENT #6	2,279.96	
100-110-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - FACIAL TISSUES	25.14	
100-110-56010	SUPPLIES	MENARDS	SCREWDRIVER SET	35.98	
100-110-56010	SUPPLIES	PETTY CASH	PETTY CASH	56.62	
100-110-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - FLAG WEIGHTS, 3 RING BINDER, S	93.00	
100-110-56020	OFFICE SUPPLIES	PETTY CASH	PETTY CASH	24.25	
100-110-56020	OFFICE SUPPLIES	POSITIVE CONCEPTS/ATPI	POLY BAGS	430.00	
100-110-56030	CLEANING SUPPLIES/SERVICE	SERVICEMASTER BY SHEVLIN	MONTHLY JANITORIAL SERVICE	2,661.00	
100-110-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	502.08	
100-110-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	864.30	
100-110-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	5,610.00	
100-110-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	183.31	
100-110-56240	TELEPHONE	AT&T MOBILITY-CC	TABLETS 12/05/25 - 1/04/26	656.30	
100-110-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	295.92	
100-110-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	387.09	
100-110-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	48.40	
100-110-56280	KIDS & COPS EXPENSES	FIRST NATIONAL BANK OMAHA	WALMART - SPEAKER	180.00	
100-110-56280	KIDS & COPS EXPENSES	MAS MODERN MARKETING INC	SUV SHAPED KEY TAG	616.71	
100-110-56650	MEMBERSHIP DUES	MID-STATES ORGANIZED CRIME	2026 MEMBERSHIP FEE	200.00	
100-110-56650	MEMBERSHIP DUES	POLICE CHIEFS ASSN OF NEB	2026 MEMBERSHIP DUES	200.00	
100-110-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX	260.73	
100-110-57520-21005	CAPITAL-VEHICLES	ANDERSON FORD OF LINCOLN	2026 FORD VIN #0934	51,877.00	
100-110-57520-21006	CAPITAL-VEHICLES	ANDERSON FORD OF LINCOLN	2026 FORD VIN #8921	51,877.00	
100-110-57520-21007	CAPITAL-VEHICLES	ANDERSON FORD OF LINCOLN	2026 FORD VIN #1743	51,877.00	
		Total For Dept 110 POLICE		201,172.89	
Dept 112 ANIMAL CONTROL					
100-112-52700	TRAINING AND TUITION	PETTY CASH	PETTY CASH	53.30	
		Total For Dept 112 ANIMAL CONTROL		53.30	
Dept 120 FIRE					
100-120-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	TDAP IMMUNIZATION	154.00	
100-120-52800	UNIFORMS	GALLS LLC	CLOTH COMMENDATION BARS	646.98	
100-120-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - DISPLAY PORT CABLE, DVD-RAM DF	16.79	
100-120-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP ELITE DESK, SPK BAR, MOUNTING BRACKE	1,280.00	
100-120-54310	BUILDING MAINTENANCE	MENARDS	ROLLER 3" STEEL, ORANGE GLO CLEANER	155.49	
100-120-54310	BUILDING MAINTENANCE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	70.34	
100-120-54320	EQUIPMENT MAINTENANCE	MACQUEEN EQUIPMENT	GAS CYLINDERS	310.00	
100-120-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	ALL IN ONE FCS 10 OZ	10.63	
100-120-54330	VEHICLE MAINTENANCE	FIRST NATIONAL BANK OMAHA	SNOW PRO - V-PLOW, HD SHOE ASSEMBLY	286.58	
100-120-54330	VEHICLE MAINTENANCE	GREGG YOUNG CHEVROLET GMC	OIL CHANGE - VIN #2441	59.15	
100-120-54330	VEHICLE MAINTENANCE	MENARDS	HOSE CLAMP, DRYING CLOTH, TEE, BALL VAI	58.05	
100-120-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	ERASER WHEEL, SCRAP BLADES, TRIM PANEL	32.03	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 120 FIRE					
100-120-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	TAYLOR'S TINS - CLASSIC TINS	374.00	
100-120-56010	SUPPLIES	IMS ALLIANCE	NAME TAGS	50.42	
100-120-56010	SUPPLIES	MENARDS	HOSE CLAMP, DRYING CLOTH, TEE, BALL VAI	28.54	
100-120-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	106.19	
100-120-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL/DIESEL EXHAUST FLUID	123.23	
100-120-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	511.40	
100-120-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,539.33	
100-120-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,518.18	
100-120-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	177.70	
100-120-56240	TELEPHONE	AT&T MOBILITY-CC	TABLETS 12/05/25 - 1/04/26	199.68	
100-120-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	51.46	
100-120-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	49.81	
100-120-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX	39.54	
100-120-57510-26024	CAPITAL-EQUIPMENT	HEIMAN INC.	BLITZFIRE OSCILLATOR, PIERCING NOZZLE,	12,669.26	
100-120-57510-26024	CAPITAL-EQUIPMENT	MACQUEEN EQUIPMENT	FLIR THERMAL IMAGING CAMERA	19,108.00	
Total For Dept 120 FIRE				39,626.78	
Dept 121 RESCUE					
100-121-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	AMAZON - EMERGENCY CARE IN THE STREETS	321.92	
100-121-52800	UNIFORMS	GALLS LLC	CLOTH COMMENDATION BARS	646.99	
100-121-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR	687.75	
100-121-54310	BUILDING MAINTENANCE	MENARDS	ROLLER 3" STEEL, ORANGE GLO CLEANER	155.48	
100-121-54310	BUILDING MAINTENANCE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	70.33	
100-121-54330	VEHICLE MAINTENANCE	ADVANCE AUTO PARTS	ALL IN ONE FCS 10 OZ	10.63	
100-121-54330	VEHICLE MAINTENANCE	FIRST NATIONAL BANK OMAHA	SELECT TECH - TRI-MARK PADDLE HANDLE	704.72	
100-121-54330	VEHICLE MAINTENANCE	GENE STEFFY FORD	LOF, ROTATE TIRES, CABIN AIR FILTER, HC	566.27	
100-121-54330	VEHICLE MAINTENANCE	GREGG YOUNG CHEVROLET GMC	OIL CHANGE - VIN #2441	59.16	
100-121-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	ERASER WHEEL, SCRAP BLADES, TRIM PANEL	32.03	
100-121-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	AIR SPRINK KIT, AIR DRYER - VIN #0428	1,291.97	
100-121-55930	REFUNDS	COLUMBUS CREDIT SERVICES	DEC COLLECTIONS	382.04	
100-121-56010	SUPPLIES	BOUND TREE MEDICAL LLC	SOFT STRETCHER	1,218.43	
100-121-56010	SUPPLIES	COLUMBUS COMMUNITY HOSPIT	CLIENT BILLING PHARMACY	1,235.91	
100-121-56010	SUPPLIES	MEDLINE INDUSTRIES INC	SHEET WHITE	820.56	
100-121-56010	SUPPLIES	STRYKER SALES LLC	PAPER ROLL ECG	2,074.00	
100-121-56010	SUPPLIES	TELEFLEX LLC	NASAL AIRWAY	90.00	
100-121-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS, MOPS, POLISH TOWEL, WINDSHIELD WI	106.18	
100-121-56190	PERSONAL PROTECTIVE SUPP	BOUND TREE MEDICAL LLC	GLOVES	264.90	
100-121-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	511.39	
100-121-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,539.33	
100-121-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,518.18	
100-121-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	177.69	
100-121-56240	TELEPHONE	AT&T MOBILITY-CC	TABLETS 12/05/25 - 1/04/26	199.67	
100-121-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	51.46	
100-121-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	49.81	
100-121-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX	16.50	
Total For Dept 121 RESCUE				14,803.30	
Dept 125 VOLUNTEER FIRE DEPARTMENT					
100-125-52700	TRAINING AND TUITION	RIVERSIDE PORTABLES LLC	PORTABLE RESTROOM - FIRE TRAINING TOWEF	110.00	
100-125-52700	TRAINING AND TUITION	STATE FIRE MARSHAL TRAININ	FIRE FIGHTER I CERTIFICATION, FINAL TES	75.00	
100-125-52800	UNIFORMS	SHIRTS ARE US LLC	RESERVE SHIRTS	158.00	
Total For Dept 125 VOLUNTEER FIRE DEPARTMENT				343.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 130 LIBRARY					
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	EAKES OFFICE SOLUTIONS	CUSTOM BADGE	14.36	
100-130-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREEN PRE-EMPLOYMENT	260.00	
100-130-53400-MAKRS	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	HEAT PRESS NATION - WASTE COLLECTION UN	46.45	
100-130-53400-PCLAB	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	BLACK TONER CARTRIDGE	223.89	
100-130-55400	ADVERTISING AND PROMOTION	FIRST NATIONAL BANK OMAHA	CANVA - SUBSCRIPTION	149.80	
100-130-55400	ADVERTISING AND PROMOTION	LINCOLN JOURNAL STAR	ADVERTISING	244.36	
100-130-55900	MISCELLANEOUS	FIRST NATIONAL BANK OMAHA	CREDIT - REFUND OVERLIMIT FEE	(39.00)	
100-130-56010-PATRN	SUPPLIES	QUILL CORPORATION	RECEIPT PAPER	74.78	
100-130-56010-STAFF	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - DISH DRYING MAT	30.12	
100-130-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - WALL CALENDAR	69.53	
100-130-56030	CLEANING SUPPLIES/SERVICE	FIRST NATIONAL BANK OMAHA	AMAZON - PHOTOGRAPHY BACKGROUND, TABLE	32.83	
100-130-56040-ILILO	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	LIBRARY/MEDIA MAIL	559.38	
100-130-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	5,829.88	
100-130-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	117.82	
100-130-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	156.32	
100-130-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	149.74	
100-130-56400-ADULT	PROGRAMS	DEMCO INC	COVER ONE BOOK REPAIR MACHINE	1,859.63	
100-130-56400-ADULT	PROGRAMS	FIRST NATIONAL BANK OMAHA	WALMART - SNOWMAN PE	37.42	
100-130-56400-ADULT	PROGRAMS	HOBBY LOBBY	CHRISTMAS, PAPER CRAFTS	33.88	
100-130-56400-CHILD	PROGRAMS	FIRST NATIONAL BANK OMAHA	AMAZON - BALLOONS	89.26	
100-130-56400-CHILD	PROGRAMS	HOBBY LOBBY	CRAFTS	15.92	
100-130-56400-YASCH	PROGRAMS	FIRST NATIONAL BANK OMAHA	WALMART - CHEEZ IT, MOTTS, COOKIES, CAN	90.18	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	BLACKSTONE PUBLISHING	CD'S	27.99	
100-130-56410-ADULT	BOOKS AND PUBLICATIONS	CENGAGE LEARNING INC	MATERIALS	55.48	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	AMAZON - BOOK	410.09	
100-130-56410-CHILD	BOOKS AND PUBLICATIONS	PENWORTHY COMPANY	MATERIALS	1,483.73	
100-130-56410-SUBSC	BOOKS AND PUBLICATIONS	MIDWEST TAPE LLC	DIGITAL AUDIOBOOK, BINGEPASS, COMICS, E	525.77	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	FIRST NATIONAL BANK OMAHA	AMAZON - NOTEBOOK HARDCOVER, BOOKS	156.57	
100-130-56410-YOUNG	BOOKS AND PUBLICATIONS	REFERENCE POINT PRESS	MATERIALS	2,410.45	
100-130-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	AMERICAN LIBRARY - MEMBERSHIP DUES	270.00	
100-130-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX	970.48	
Total For Dept 130 LIBRARY				16,357.11	
Dept 140 CEMETERY					
100-140-53520	CONTRACT SERVICES	VAN DYKE CARROLL	OPEN/CLOSE CEMETERY GATES	175.00	
100-140-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	766.99	
100-140-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	28.50	
100-140-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	10.12	
100-140-57200-20038	CAPITAL-LAND & BUILDINGS	B-D CONSTRUCTION INC	ROSELAWN CEMETARY MAINT BLDG	33,955.98	
Total For Dept 140 CEMETERY				34,936.59	
Dept 145 COMMUNITY DEVELOPMENT					
100-145-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS, IMMUNIZATION	260.00	
100-145-53200	PROFESSIONAL SERVICES	CENTER FOR MUNICIPAL SOLU	COLUMBUS NE ATT - 3028 10TH ST MOD	3,225.00	
100-145-53200	PROFESSIONAL SERVICES	THE GRINNELL GROUP LLC	WIRELESS TOWER ESCROW REFUND 2990 48TH	8,800.00	
100-145-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - WIRELESS KEYBOARD/MOUSE	16.83	
100-145-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - THERMAL LAMINATING FILM ROLL	76.26	
100-145-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	35.03	
Total For Dept 145 COMMUNITY DEVELOPMENT				12,413.12	
Dept 150 PARKS					
100-150-52710	EMPLOYEE RECRUITMENT/RETENTION	OCCUPATIONAL HEALTH SERV	DRUG SCREENS, IMMUNIZATION	137.00	
100-150-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	91.87	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 150 PARKS					
100-150-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - WIRELESS KEYBOARD/MOUSE	25.20	
100-150-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP ELITE DESK, SPK BAR, MOUNTING BRACKE	1,280.00	
100-150-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	NUTS, BOLTS, SCREWS	61.88	
100-150-54320	EQUIPMENT MAINTENANCE	ALTEC INDUSTRIES INC	HOSE ASSEMBLY	319.83	
100-150-54320	EQUIPMENT MAINTENANCE	ARNOLD MOTOR SUPPLY	MINI LAMP	2.24	
100-150-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - APPLI PARTS MOTOR START CAPACI	14.40	
100-150-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	WHEEL	46.99	
100-150-54320	EQUIPMENT MAINTENANCE	TIRE OUTLET INC	2 - 26 12X12 CARISLE TIRES	280.00	
100-150-54330	VEHICLE MAINTENANCE	ARNOLD MOTOR SUPPLY	CONV TUBING, HITCH PIN	8.22	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	ACE HARDWARE & GARDEN CNT	DRIVE BIT SET	64.75	
100-150-54520	EQUIPMENT RENTAL/PURCHASE	FIRST NATIONAL BANK OMAHA	AMAZON - NUT & BOLT THREAD CHECKER	29.99	
100-150-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	STORAGE TOTE	45.95	
100-150-56010	SUPPLIES	SHEVLIN SUPPLY	ROLL TOWEL	58.85	
100-150-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	4,532.00	
100-150-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	67.97	
100-150-56210	NATURAL GAS	NE DEPT OF TRANSPORTATION	REIMBURSE BLACK HILLS/WOOD RIVER 3303 1	220.89	
100-150-56210	NATURAL GAS	WOODRIVER ENERGY LLC	NATURAL GAS	447.57	
100-150-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	3,600.45	
100-150-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	99.59	
100-150-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	39.69	
100-150-56400	PROGRAMS	FIRST NATIONAL BANK OMAHA	AMAZON - ACRYLIC SIGN HOLDER	81.95	
Total For Dept 150 PARKS				11,557.28	
Dept 151 PAWNEE PLUNGE WATER PARK					
100-151-54320	EQUIPMENT MAINTENANCE	ACE HARDWARE & GARDEN CNT	LAWNMOWER OIL 4 CYCLE	31.98	
100-151-54520	EQUIPMENT RENTAL/PURCHASE	FIRST NATIONAL BANK OMAHA	FOOD CONCEPTS - BOSCO STICKS WARMING CF	750.19	
100-151-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	170.37	
100-151-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,581.88	
100-151-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	99.18	
100-151-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	38.89	
100-151-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - DEC 2025 POOLS	11.58	
Total For Dept 151 PAWNEE PLUNGE WATER PARK				2,684.07	
Dept 152 AQUATIC CENTER POOL					
100-152-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	63.00	
100-152-54310	BUILDING MAINTENANCE	ACE HARDWARE & GARDEN CNT	FLUOR 40W	16.99	
100-152-54320	EQUIPMENT MAINTENANCE	MECHANICAL SALES INC	BI-ANNUAL AGREEMENT SERESCO UNIT 1/01/2	9,720.00	
100-152-54520	EQUIPMENT RENTAL/PURCHASE	FIRST NATIONAL BANK OMAHA	SWIM OUTLET MEMBERSHIP	4.99	
100-152-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MATS	48.47	
100-152-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	842.72	
100-152-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	2,639.12	
100-152-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	5,681.28	
100-152-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	220.26	
100-152-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	102.92	
100-152-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	35.03	
100-152-56300	FOOD COSTS	FIRST NATIONAL BANK OMAHA	WALMART - POWERADE, SPRITE, FANTA. GV E	27.71	
100-152-56300	FOOD COSTS	HY-VEE INC	FRITO LAY CLASSIC	22.98	
100-152-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - DEC 2025 POOLS	206.22	
Total For Dept 152 AQUATIC CENTER POOL				19,631.69	
Dept 155 VAN BERG GOLF COURSE					
100-155-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - DISPLAY PORT CABLE, DVD-RAM DF	16.79	
100-155-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP ELITE DESK, SPK BAR, MOUNTING BRACKE	1,280.00	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 100 GENERAL FUND					
Dept 155 VAN BERG GOLF COURSE					
100-155-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	337.68	
100-155-53510	COMMISSION ON LIQUOR	DUNBAR DOUGLAS	LIQUOR COMMISSIONS	2,042.45	
100-155-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	2,387.56	
100-155-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	368.46	
100-155-53540	COMMISSION ON PASSES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	20.53	
100-155-53545	COMMISSION ON GOLF SIMULATOR	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	1,540.07	
100-155-54310	BUILDING MAINTENANCE	DRAIN SURGEON	CLEANED MAIN SEWER	500.00	
100-155-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBUS	WEATHER SHIELD EN HOSE, HOSE END FITTING	200.46	
100-155-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	BEARING - PILLOWBLOCK	16.99	
100-155-54320	EQUIPMENT MAINTENANCE	VAN WALL EQUIPMENT INC	CASE	972.15	
100-155-54350	GOLF CART/COURSE MAINT	SCHIEFFER SIGNS INC	CIRCULAR DECALS FOR TEE MARKERS	446.50	
100-155-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	WD FLR NTRL 32OZ, RSTP IE OBGL	55.15	
100-155-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	394.86	
100-155-56220	ELECTRICITY	BLACK HILLS ENERGY	NATURAL GAS	149.10	
100-155-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	52.62	
100-155-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	19.44	
100-155-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - DEC 2025 GOLF	872.86	
Total For Dept 155 VAN BERG GOLF COURSE				11,673.67	
Dept 156 QUAIL RUN GOLF COURSE					
100-156-52700	TRAINING AND TUITION	GCSAA	MEMBERSHIP DUES 2/1/2026 - 1/31/2027	530.00	
100-156-52700	TRAINING AND TUITION	MIDWEST TURF & IRRIGATION	NSN TRAINING - BICE & ALDAG	2,596.00	
100-156-53200	PROFESSIONAL SERVICES	CLUB PROPHET SYSTEMS	MONTHLY TEE SHEET, ONLINE RESERVATION	517.00	
100-156-53200	PROFESSIONAL SERVICES	CULLIGAN OF COLUMBUS	5 GALLON WATER DELIVERED	66.00	
100-156-53200	PROFESSIONAL SERVICES	JACKSON SERVICES INC	UNIFORMS	134.99	
100-156-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	75.00	
100-156-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - DISPLAY PORT CABLE, DVD-RAM DF	33.58	
100-156-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP ELITE DESK, SPK BAR, MOUNTING BRACKE	2,560.00	
100-156-53500	COMMISSION ON CARTS	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	76.14	
100-156-53520	CONTRACT SERVICES	DUNBAR DOUGLAS	MONTHLY CONTRACT	4,847.30	
100-156-53530	COMMISSION ON GREEN FEES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	45.87	
100-156-53540	COMMISSION ON PASSES	DUNBAR DOUGLAS	MONTHLY COMMISSIONS - GREEN FEES & CARI	116.37	
100-156-54320	EQUIPMENT MAINTENANCE	NAPA AUTO PARTS OF COLUMBUS	EPR	53.25	
100-156-54320	EQUIPMENT MAINTENANCE	REARDON LAWN & GARDEN INC	12" LOOP 3/8	23.00	
100-156-54520	EQUIPMENT RENTAL/PURCHASE	FIRST NATIONAL BANK OMAHA	AMAZON - 50" SMART TV	265.47	
100-156-55900	MISCELLANEOUS	THE GOLF SHOP	6 - CIGARETTE BUTT RECEPTACLES	552.00	
100-156-55920	MISC FEES	THE GOLF SHOP	MONTHLY TERMINAL USAGE FEES DECEMBER 20	555.25	
100-156-56010	SUPPLIES	MENARDS	GREASE FITTING, COTTER PIN, 60W LED, BU	48.46	
100-156-56220	ELECTRICITY	BLACK HILLS ENERGY	NATURAL GAS	84.63	
100-156-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	2,234.83	
100-156-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	88.69	
100-156-56240	TELEPHONE	AT&T MOBILITY-CC	TABLETS 12/05/25 - 1/04/26	27.00	
100-156-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	102.92	
100-156-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	38.89	
100-156-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - DEC 2025 GOLF	115.70	
Total For Dept 156 QUAIL RUN GOLF COURSE				15,788.34	
Total For Fund 100 GENERAL FUND				443,067.14	
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	798.03	
200-200-53200	PROFESSIONAL SERVICES	7M CLEANING SOLUTIONS LLC	CLEANING SERVICES	133.34	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 200 STREETS/ENGINEERING					
Dept 200 STREETS					
200-200-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - WIRELESS KEYBOARD/MOUSE	33.62	
200-200-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP ELITE DESK, SPK BAR, MOUNTING BRACKE	1,280.00	
200-200-54310	BUILDING MAINTENANCE	KELLY SUPPLY COMPANY	SLOAN O-RING, VACUUM BREAKER KIT	17.07	
200-200-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	20.00	
200-200-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	HARBOUR FREIGHT - 7HP GAS HRZTL ENGINE	299.98	
200-200-54320	EQUIPMENT MAINTENANCE	MENARDS	3'X4' CONTOURS MAT	33.98	
200-200-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	CAPSULE	104.68	
200-200-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	ENDORSEMENT #7	1,569.21	
200-200-56010	SUPPLIES	BLACKSTRAP INC	BRINE SALT	5,489.10	
200-200-56010	SUPPLIES	GEHRING CONSTRUCTION &	JOINT SEAL TAR	3,690.00	
200-200-56010	SUPPLIES	SAPP BROS COLUMBUS INC	DIESEL EXHAUST FLUID	348.55	
200-200-56010	SUPPLIES	T-BONE PD LLC	PROPANE	63.78	
200-200-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	7,496.50	
200-200-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	459.22	
200-200-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	1,346.86	
200-200-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DJ	ELECTRICITY	195.00	
200-200-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	28,793.30	
200-200-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	186.02	
200-200-56240	TELEPHONE	AT&T MOBILITY-CC	TABLETS 12/05/25 - 1/04/26	36.80	
200-200-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	58.32	
200-200-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	57.78	
200-200-57200-22022	CAPITAL-LAND & BUILDINGS	SRF CONSULTING GROUP INC	QUIET ZONE ANALYSIS	2,662.94	
200-200-57200-25035	CAPITAL-LAND & BUILDINGS	HDR ENGINEERING INC	8TH STREET & 12TH AVE INTERSECTION DESI	27,647.99	
200-200-57200-26010	CAPITAL-LAND & BUILDINGS	KOCH EXCAVATING CO INC	RIP RAP TO CITY YARD	3,765.45	
200-200-57300-20071	CAPITAL-NEW CONSTRUCTION	GEHRING CONSTRUCTION &	CONCRETE PAVING IMPROVEMENTS 2026	22,104.00	
Total For Dept 200 STREETS				108,691.52	
Dept 202 MECHANICS SHOP					
200-202-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	115.45	
200-202-56010	SUPPLIES	ACE HARDWARE & GARDEN CNT	KEY ILCO	19.96	
200-202-56010	SUPPLIES	MENARDS	DAWN, XTRA PLUS OXI	18.12	
200-202-56090	SMALL TOOLS	FIRST NATIONAL BANK OMAHA	HARBOUR FREIGHT - TOOLS	998.86	
200-202-56130	SUPPLIES FOR RESALE	ADVANCE AUTO PARTS	6G-6FFORX GATES	37.01	
200-202-56130	SUPPLIES FOR RESALE	ARNOLD MOTOR SUPPLY	OIL FILTER	1,492.54	
200-202-56130	SUPPLIES FOR RESALE	LACAL EQUIPMENT INC	COVER, USED IN FRONT & MAIN BRM	234.52	
200-202-56130	SUPPLIES FOR RESALE	LAWSON PRODUCTS	DRILL BIT, LOCK NUT, HEX CAP SCREW	53.79	
200-202-56130	SUPPLIES FOR RESALE	MACQUEEN EQUIPMENT	MOUNT	103.19	
200-202-56130	SUPPLIES FOR RESALE	MASTER TECH TRUCK & EQUIPM	ARM LOCKING RECEIVER, ARM LINKAGE	228.57	
200-202-56130	SUPPLIES FOR RESALE	MENARDS	15A/125V PLUG	5.69	
200-202-56130	SUPPLIES FOR RESALE	NAPA AUTO PARTS OF COLUMBU	HD 10W30	129.90	
200-202-56130	SUPPLIES FOR RESALE	O'REILLY AUTOMOTIVE INC	ERGZR 2450-2	11.99	
200-202-56130	SUPPLIES FOR RESALE	RDO TRUCK CENTERS	FILTER KIT	75.02	
Total For Dept 202 MECHANICS SHOP				3,524.61	
Total For Fund 200 STREETS/ENGINEERING				112,216.13	
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	NEBRASKA AVIATION COUNCIL AVIATION SYME	135.00	
205-205-54320	EQUIPMENT MAINTENANCE	MIDWEST PETROLEUM EQUIPMEN	TANK MASS FLOW METER NEEDS CALIBRATION	572.50	
205-205-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIRS	50.00	
205-205-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - INK CARTRIDGE	80.78	
205-205-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	JAN CLEANING SERVICE	267.50	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 205 AIRPORT					
Dept 205 AIRPORT					
205-205-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,116.35	
205-205-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	29.19	
205-205-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	20.25	
205-205-56260	UTILITIES - FSS BUILDING	CITY OF COLUMBUS	WATER & SEWER	58.56	
205-205-56260	UTILITIES - FSS BUILDING	LOUP POWER DISTRICT	ELECTRICITY	660.48	
205-205-56260	UTILITIES - FSS BUILDING	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	48.40	
205-205-57200-23030	CAPITAL-LAND & BUILDINGS	KIRKHAM MICHAEL & ASSOCIA	CONSTRUCT 8-PLACE T-HANGAR	7,371.70	
Total For Dept 205 AIRPORT				10,410.71	
Total For Fund 205 AIRPORT				10,410.71	
Fund 206 DOWNTOWN BID					
Dept 206 DOWNTOWN BID					
206-206-53200	PROFESSIONAL SERVICES	FIRST NATIONAL BANK OMAHA	GOOGLE WORKSPACE	6.00	
Total For Dept 206 DOWNTOWN BID				6.00	
Total For Fund 206 DOWNTOWN BID				6.00	
Fund 220 COMMUNICATIONS - E911					
Dept 220 E911					
220-220-52700	TRAINING AND TUITION	CENTRAL COMMUNITY COLLEGE	HEARTSAVER COURSE	75.00	
220-220-52700	TRAINING AND TUITION	FIRST NATIONAL BANK OMAHA	APCO INTERNATIONAL - RECERTIFICATION	142.91	
220-220-53200	PROFESSIONAL SERVICES	HOWERTER MD MARK S	EMERGENCY MEDICAL DIRECTOR - JCC	616.00	
220-220-53200	PROFESSIONAL SERVICES	LANGUAGE LINE SERVICES INC	OVER THE PHONE INTERPRETATION	161.37	
220-220-54380	MAINTENANCE AGREEMENTS	APCO INTERNATIONAL	INTELLICOMM SOFTWARE MAINTENANCE NOV 20	4,000.00	
220-220-54380	MAINTENANCE AGREEMENTS	GOVWORX INC	COMMS COACH QA ANNUAL SUBSCRIPTION	8,900.00	
220-220-56010	SUPPLIES	CULLIGAN OF COLUMBUS	EQUIPMENT - REVERSE OSMOSIS	34.00	
220-220-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	COPIER CONTRACT	263.71	
220-220-56030	CLEANING SUPPLIES/SERVICE	FIRST NATIONAL BANK OMAHA	AMAZON - TRASH BAGS, MULTIFOLD HAND TOW	122.32	
220-220-56030	CLEANING SUPPLIES/SERVICE	HEARTLAND OFFICE CLEANERS	JAN CLEANING SERVICE	267.50	
220-220-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	660.48	
220-220-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	58.55	
220-220-56240	TELEPHONE	AT&T MOBILITY-CC	TABLETS 12/05/25 - 1/04/26	73.60	
220-220-56240	TELEPHONE	FRONTIER	E911 PHONE CHARGES 12/30/25 TO 1/29/26	471.08	
220-220-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	87.24	
220-220-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	48.40	
220-220-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	APCO INTERNATIONAL - MEMBERSHIP	1,012.00	
Total For Dept 220 E911				16,994.16	
Total For Fund 220 COMMUNICATIONS - E911				16,994.16	
Fund 240 HOUSING REHAB & LOANS					
Dept 243 CDBG REVOLVING REHAB LOAN					
240-243-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMI	23-DTR-003 SEPTEMBER 2025 SERVICES	380.00	
Total For Dept 243 CDBG REVOLVING REHAB LOAN				380.00	
Dept 244 CDBG DPA LOANS (NENEDD)					
240-244-56780	HOUSING LOANS & ADMIN	NORTHEAST NEBRASKA ECONOMI	23-DTR-003 JULY 2025 SERIVES, AUG 2025	5,358.75	
240-244-56780	HOUSING LOANS & ADMIN	TRADITIONS	23-DTR-003 CDBG AGREEMENT	4,351.54	
Total For Dept 244 CDBG DPA LOANS (NENEDD)				9,710.29	
Total For Fund 240 HOUSING REHAB & LOANS				10,090.29	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
 EXP CHECK RUN DATES 01/20/2026 - 01/20/2026
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 000					
500-000-20100	SAM-41	HUGHES SCOTT	UB refund for account: 200-42450-03	57.73	
Total For Dept 000				57.73	
Dept 500 WASTEWATER COLLECTION					
500-500-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	483.59	
500-500-53200	PROFESSIONAL SERVICES	7M CLEANING SOLUTIONS LLC	CLEANING SERVICES	133.33	
500-500-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - WIRELESS KEYBOARD/MOUSE	12.62	
500-500-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	20.00	
500-500-54320	EQUIPMENT MAINTENANCE	MUNICIPAL PIPE TOOL CO LLC	BALL VALVE 1"	273.90	
500-500-54320	EQUIPMENT MAINTENANCE	O'REILLY AUTOMOTIVE INC	MOTOR OIL, ABSORBENT	85.93	
500-500-54330	VEHICLE MAINTENANCE	O'REILLY AUTOMOTIVE INC	WASHER FLUID	27.96	
500-500-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	93.32	
500-500-55200	INSURANCE	LARM (LEAGUE ASSOCIATION C	DEDUCTIBLE	1,000.00	
500-500-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - DESK CALENDER	25.20	
500-500-56030	CLEANING SUPPLIES/SERVICE	FIRST NATIONAL BANK OMAHA	AMAZON - DUSTER KIT	9.35	
500-500-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	WATER STATEMENTS	2,778.60	
500-500-56220	ELECTRICITY	CORNHUSKER PUBLIC POWER DI	ELECTRICITY	288.16	
500-500-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	3,031.55	
500-500-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	106.76	
500-500-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	67.50	
500-500-56240	TELEPHONE	AT&T MOBILITY-CC	TABLETS 12/05/25 - 1/04/26	169.00	
500-500-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	79.78	
500-500-56250	REFUSE	WASTE CONNECTIONS OF NEBR	GARBAGE SERVICE	24.20	
500-500-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX	41,219.98	
500-500-57300-20093	CAPITAL-NEW CONSTRUCTION	LOUP POWER DISTRICT	INSTALL NEW 3 PHASE SERVICE TO SEWER LI	3,080.00	
Total For Dept 500 WASTEWATER COLLECTION				53,010.73	
Dept 501 WASTEWATER TREATMENT FAC					
500-501-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	321.50	
500-501-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - DISPLAY PORT CABLE, DVD-RAM DF	33.58	
500-501-53400	COMPUTER SUPPORT/MAINT	PROVANTAGE ACCOUNTING	HP ELITE DESK, SPK BAR, MOUNTING BRACKE	2,730.00	
500-501-54310	BUILDING MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - EPOXY FLOOR KIT	616.05	
500-501-54310	BUILDING MAINTENANCE	VANDENBERG ELE & COMMUNIC	REPLACE BTM SEALS	850.00	
500-501-54320	EQUIPMENT MAINTENANCE	FIRST NATIONAL BANK OMAHA	AMAZON - RECTIFIER DIODE SPIRAL	20.89	
500-501-54320	EQUIPMENT MAINTENANCE	KELLY SUPPLY COMPANY	PVC ELL SXS, MALE ADPT, V/S FLG SOC, TH	76.82	
500-501-54320	EQUIPMENT MAINTENANCE	MCMASTER-CARR	HIGH SPEED STEEL TAP	57.50	
500-501-54320	EQUIPMENT MAINTENANCE	MENARDS	2X4-16' GREEN TREATED	28.80	
500-501-54320	EQUIPMENT MAINTENANCE	VANDENBERG ELE & COMMUNIC	SECTION REPLACEMENT	2,036.00	
500-501-56010	SUPPLIES	MENARDS	TERMINAL BLOCKS, FLASHLIGHT, DURACELL F	167.32	
500-501-56020	OFFICE SUPPLIES	MENARDS	BT MOUSE	7.99	
500-501-56030	CLEANING SUPPLIES/SERVICE	JACKSON SERVICES INC	MAT	97.55	
500-501-56060	CHEMICALS	PETE LIEN & SONS INC.	QUICKLIME FINES	7,091.81	
500-501-56100	LABORATORY	CULLIGAN OF COLUMBUS	DI REGENERATION	417.80	
500-501-56100	LABORATORY	HACH COMPANY	PUMP TUBING	595.20	
500-501-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	2,291.39	
500-501-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	8,369.77	
500-501-56210	NATURAL GAS	MIDWEST LABORATORIES INC	TESTING	850.34	
500-501-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	15,647.73	
500-501-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	2,234.85	
500-501-56240	TELEPHONE	FRONTIER	PHONE/INTERNET/FAX LINES	109.92	
500-501-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	24.91	
500-501-56240	TELEPHONE	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	111.21	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 500 UTILITY SERVICE					
Dept 501 WASTEWATER TREATMENT FAC					
Total For Dept 501 WASTEWATER TREATMENT FAC				44,788.93	
Total For Fund 500 UTILITY SERVICE				97,857.39	
Fund 520 WATER					
Dept 000					
520-000-20100	WAM-41	HUGHES SCOTT	UB refund for account: 200-42450-03	43.79	
Total For Dept 000				43.79	
Dept 520 WATER					
520-520-52800	UNIFORMS	JACKSON SERVICES INC	UNIFORMS	164.74	
520-520-53200	PROFESSIONAL SERVICES	7M CLEANING SOLUTIONS LLC	CLEANING SERVICES	133.33	
520-520-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - WIRELESS KEYBOARD/MOUSE	12.62	
520-520-54310	BUILDING MAINTENANCE	ELECTRICAL ENGINEERING &	GEL 34291 LED	101.92	
520-520-54310	BUILDING MAINTENANCE	MENARDS	CREDIT - 48" LED	63.27	
520-520-54310	BUILDING MAINTENANCE	OLSON'S PEST TECHNICIANS	PEST CONTROL	20.00	
520-520-54390	SYSTEM MAINTENANCE	ACE HARDWARE & GARDEN CNT	AA & AAA BATTERIES, SUPER GLUE	38.44	
520-520-54390	SYSTEM MAINTENANCE	CORE & MAIN LP	HACH CHLORINE ANALYZER MAINTENANCE KIT	261.07	
520-520-54390	SYSTEM MAINTENANCE	KOCH EXCAVATING CO INC	TOP DIRT	232.50	
520-520-54390	SYSTEM MAINTENANCE	ONE CALL CONCEPTS INC	LOCATE FEES	93.32	
520-520-54390	SYSTEM MAINTENANCE	UTILITY SERVICE CO INC	640605, 640606, 640607 QUARTERLY TANK/T	22,978.03	
520-520-54420	WELL MAINTENANCE	DOWNEY DRILLING	MUNICIPAL WELL #11 - CHEMICAL WELL REHF	14,050.00	
520-520-56010	SUPPLIES	HY-VEE INC	MUSTARD, DILL PICKELS, ONIONS, POP, HAM	42.69	
520-520-56020	OFFICE SUPPLIES	EAKES OFFICE SOLUTIONS	ADHES NOTES	11.69	
520-520-56020	OFFICE SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - PRINTABLE INDEX CARDS	73.83	
520-520-56030	CLEANING SUPPLIES/SERVICE	FIRST NATIONAL BANK OMAHA	AMAZON - DUSTER KIT	9.34	
520-520-56040	POSTAGE AND FREIGHT	CASEY'S MAIL SERVICE LLC	WATER STATEMENTS	2,778.60	
520-520-56040	POSTAGE AND FREIGHT	MAILBOX	NEBRASKA PUBLIC HEALTH	91.26	
520-520-56060	CHEMICALS	AQUA-PURE INC	MONTHLY SERVICE CONTRACT - SOUTH & NORI	8,500.81	
520-520-56060	CHEMICALS	HAWKINS INC	CHEMICALS	7,360.96	
520-520-56100	LABORATORY	CORE & MAIN LP	HACH FLUORIDE REAGENT	496.70	
520-520-56130	SUPPLIES FOR RESALE	CORE & MAIN LP	12 - 3/4S IPERL+ 1000G	2,478.00	
520-520-56135	AMR RADIO EXPENSE	CORE & MAIN LP	510M M2 S/POINT	19,407.00	
520-520-56210	NATURAL GAS	BLACK HILLS ENERGY	NATURAL GAS	1,081.28	
520-520-56210	NATURAL GAS	HEARTLAND NATURAL GAS LLC	NATURAL GAS	577.22	
520-520-56210	NATURAL GAS	NE DEPT OF TRANSPORTATION	REIMBURSE BLACK HILLS/WOOD RIVER 3303 1	220.89	
520-520-56210	NATURAL GAS	WOODRIVER ENERGY LLC	NATURAL GAS	447.56	
520-520-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	15,673.70	
520-520-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	187.95	
520-520-56240	TELEPHONE	A TO Z MESSAGING	ANSWERING SERVICE	67.50	
520-520-56240	TELEPHONE	AT&T MOBILITY-CC	TABLETS 12/05/25 - 1/04/26	88.50	
520-520-56240	TELEPHONE	FRONTIER	NWP 12/30 - 1/29	296.81	
520-520-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	84.44	
520-520-56250	REFUSE	WASTE CONNECTIONS OF NEBR/	GARBAGE SERVICE	24.20	
520-520-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVE	SALES TAX - DEC 2025 UTILITY	7,196.33	
520-520-57200-25067	CAPITAL-LAND & BUILDINGS	HDR ENGINEERING INC	NORTH WELL NO 20 DESIGN PHASE SERVICES	3,772.00	
Total For Dept 520 WATER				109,118.50	
Total For Fund 520 WATER				109,162.29	
Fund 560 STORMWATER UTILITY					
Dept 000					
560-000-20100	SUF-6	KORTE KATHY	UB refund for account: 200-25910-01	9.64	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 560 STORMWATER UTILITY					
Dept 000					
Total For Dept 000				9.64	
Dept 560 STORMWATER UTILITY					
560-560-53400	COMPUTER SUPPORT/MAINT	FIRST NATIONAL BANK OMAHA	AMAZON - WIRELESS KEYBOARD/MOUSE	4.21	
560-560-56010	SUPPLIES	FIRST NATIONAL BANK OMAHA	AMAZON - WATERPROOF LIGHT FOR GOPRO, SE	466.90	
560-560-56650	MEMBERSHIP DUES	FIRST NATIONAL BANK OMAHA	NEBRASKA FLOODPLAIN MEMBERSHIP - LABENZ	140.00	
560-560-56690	SALES TAX REMITTANCE	STATE OF NEBR DEPT OF REVF	SALES TAX - DEC 2025 UTILITY	2,108.18	
Total For Dept 560 STORMWATER UTILITY				2,719.29	
Total For Fund 560 STORMWATER UTILITY				2,728.93	
Fund 570 SOLID WASTE DIVISION					
Dept 000					
570-000-20100	SWD-1	KORTE KATHY	UB refund for account: 200-25910-01	5.54	
Total For Dept 000				5.54	
Dept 570 TRANSFER STATION					
570-570-52800	UNIFORMS	JACKSON SERVICES INC	ROLLER TOWEL, UNIFORMS	292.38	
570-570-53200	PROFESSIONAL SERVICES	OLSON'S PEST TECHNICIANS	PEST CONTROL	75.00	
570-570-53400	COMPUTER SUPPORT/MAINT	CAROLINA SOFTWARE	WASTEWORX SOFTWARE SUPPORT ENDING 3/31	600.00	
570-570-54310	BUILDING MAINTENANCE	KELLY SUPPLY COMPANY	GATES HYD HOSE, STEMS	45.78	
570-570-54310	BUILDING MAINTENANCE	MENARDS	FLAG SNAPS, 50' YELLOW CORD	50.55	
570-570-54330	VEHICLE MAINTENANCE	RDO TRUCK CENTERS	INSPECT DIFF LOCK SENSOR	294.00	
570-570-54330	VEHICLE MAINTENANCE	TIRE OUTLET INC	REPAIRS	385.00	
570-570-54330	VEHICLE MAINTENANCE	TRUCK CENTER COMPANIES	HEADLAMP REFLECTOR	44.40	
570-570-54550	LANDFILL DISPOSAL	NORTHEAST NEBRASKA SOLID	LANDFILL CHARGES	64,296.60	
570-570-54580	COMPOSTING	DANIELS PRODUCE LLC	YARD WASTE REMOVAL 12/01/2025 -12/31/20	1,531.68	
570-570-54580	COMPOSTING	JENNY FARMS	YARD WASTE REMOVAL 12/01/2025 - 12/31/2	301.50	
570-570-56050	FUEL	SAPP BROS COLUMBUS INC	FUEL	11,961.00	
570-570-56090	SMALL TOOLS	NAPA AUTO PARTS OF COLUMBU	CHUCK HD, GAUGE	439.60	
570-570-56220	ELECTRICITY	LOUP POWER DISTRICT	ELECTRICITY	1,543.68	
570-570-56230	WATER AND SEWER	CITY OF COLUMBUS	WATER & SEWER	341.34	
570-570-56240	TELEPHONE	GREAT PLAINS COMMUNICATION	PHONE/INTERNET 1/16 - 2/15	29.57	
Total For Dept 570 TRANSFER STATION				82,232.08	
Total For Fund 570 SOLID WASTE DIVISION				82,237.62	
Fund 600 HEALTH INSURANCE					
Dept 000					
600-000-10113	PETTY CASH WELLNESS	COLUMBUS AREA CHAMBER OF	COLUMBUS BUCKS-PACE PROGRAM	1,060.00	
Total For Dept 000				1,060.00	
Dept 600 HEALTH INSURANCE					
600-600-53610	HEALTH CLAIMS	OCCUPATIONAL HEALTH SERV	DRUG SCREENS, IMMUNIZATION	30.00	
Total For Dept 600 HEALTH INSURANCE				30.00	
Total For Fund 600 HEALTH INSURANCE				1,090.00	
Fund 999 PAYROLL CLEARING					
Dept 000					
999-000-21510	HEALTH ACCOUNT PAYABLE	AUXIANT	HEALTH FUNDING	141,333.29	
999-000-21530	FLEXIBLE SPEND PAYABLE	AUXIANT	FLEX FUNDING	4,101.49	
Total For Dept 000				145,434.78	

01/16/2026 02:42 PM
User: LAURA.RUPP
DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
EXP CHECK RUN DATES 01/20/2026 - 01/20/2026
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 999	PAYROLL CLEARING				
		Total For Fund 999	PAYROLL CLEARING	145,434.78	

01/16/2026 02:42 PM
User: LAURA.RUPP
DB: Columbus

INVOICE GL DISTRIBUTION REPORT FOR CITY OF COLUMBUS, NE
EXP CHECK RUN DATES 01/20/2026 - 01/20/2026
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN

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

Fund 100 GENERAL FUND	443,067.14
Fund 200 STREETS/ENGINEE	112,216.13
Fund 205 AIRPORT	10,410.71
Fund 206 DOWNTOWN BID	6.00
Fund 220 COMMUNICATIONS	16,994.16
Fund 240 HOUSING REHAB	10,090.29
Fund 500 UTILITY SERVICE	97,857.39
Fund 520 WATER	109,162.29
Fund 560 STORMWATER UTILI	2,728.93
Fund 570 SOLID WASTE DIV	82,237.62
Fund 600 HEALTH INSURANC	1,090.00
Fund 999 PAYROLL CLEARIN	145,434.78

Total For All Funds:	<u>1,031,295.44</u>
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5. APPROVAL OF MINUTES: Included in Consent Agenda

6. SPECIAL PRESENTATIONS

6.A. State of the City address by Mayor Bulkley.

Bulkley, Jim
jim.bulkley54@gmail.com
Thu, Jan 15, 2026, 10:51AM

Bulkley, Jim
Bulkley, Jim , Jim Bulkley
Thu, Jan 15, 2026, 2:28PM

Subject: State of the City 2026

Every year at this time in January it has become custom for the Mayor to reflect on the accomplishments and challenges of the past year and then looks forward to what we hope to achieve in 2026.

As I lead our community, I must remember that which is most important to all of our citizens—Public Safety (police, fire, EMS). That is followed with making sure that we have reliable public works (water/sewer) at reasonable rates. And well maintained streets which includes handling all that Mother Nature can throw at us.

However, maintaining these essential services is only the tip of the iceberg when it comes to what the citizens come to expect. Providing an array of amenities to create a better quality of life has become paramount to many. Our Parks and Rec department continues to grow and provide services. We have wonderful green space along with our golf courses, soccer fields, baseball/softball fields, the Plunge and aquatic center, tennis and pickleball courts, our walking trails and so much more.

Columbus continues to grow as a regional destination. Our industrial partners are thriving and many are expanding. We have new businesses constantly looking at

Columbus. The Amazon distribution center is a great example. Columbus Community Hospital continues to grow with the addition of the Mead Cancer Center. All of this brings people into town to shop and support our local businesses.

City staff always work hard to deliver a strong budget. This years budget of \$94,674,875 reflects this hard work and our attempt to be fiscally responsible. Our property tax ask of \$7,562,660.83 was the result of a reduction in our levy down to \$0.290030 representing the third reduction in a row.

Our voter approved 1% sales tax dollars and other revenue sources such as the casino fund continue to do well and help pay for capital improvements and other designated items. These capital improvements cover everything from police/fire/ EMS needs, water/sewer and street department needs. The 0.05% sales tax continues to pay for the police and fire facilities including Charlie Louis. Columbus maintains a AAA credit rating which is a reflection of our comfortable debt service. Put bluntly-the City is in good financial shape.

SO WHAT WERE SOME KEY ACCOMPLISHMENTS OF 2025?

*The completion of Hwy 30/23rd St. Without question everyone in Columbus and anyone that travels through Columbus is glad to see this project done. And it does look nice! I thank everyone for their patience as we worked through this 3 year process.

*The voter approved extension of the 1% City sales tax and the along with it the continued use of up to \$625,000 annually for economic development. This is such a huge asset for our community!

*Continued attention to our housing needs. Vitality Village along 8th Street, Reeder subdivision south of Centennial Park, Quail Meadows near the Transfer Station, apartments south of Highland Park Church, the continued growth of Meadow Ridge subdivision just to name a few.

*Continued support for police/fire/EMS. Making sure their essential needs are covered.

*The donation of spent (out of date) fire equipment to our sister City Zacapu, Mexico. What a feeling of warmth and goodness came from that event where we simply found a home for equipment that we could no longer use. What is better than helping our fellow man.

*We began work on our \$60 million 10 year water expansion project with the design phase of our new north well.

*Dollars continue to be spent, with the direction of the BID Board, on things to improve our downtown. A great example were the beautiful landscape pots that were strategically placed around the area and maintained and changed out on a regular basis.

*Spending in Parks and Rec to feed our array of quality of life amenities. The completion of the Pawnee Park Legion baseball field turf project-what a great collaboration of private funding and tax dollars. The concept plan completed for a possible Quail Run Clubhouse improvements. The renovation of the Van Berg clubhouse and the installation of 2 golf simulators. The simulators being another great collaboration of city, county and private funding

*The reorganization of City Staff to include the Director of General Services to allow for more accountability, efficiency and oversight. This was accomplished without any increase in personnel or the personnel budget but rather done through the elimination of one support position and one Department having its duties allocated among others.

*Finally, the appointment of Bret Strecker as our next Police Chief. A proven resource who has shown his ability in his over 30 years of experience on the force.

WHAT CAN WE EXPECT IN 2026?

*Continued construction on the Loup River bridge. The schedule calls for the south bound bridge (west side) to be completed and opened for two way traffic later this year then the reconstruction on the north bound bridge (east side) beginning.

*Continued strong support of our police/fire/EMS needs. Specifically the \$3 million being spend on the 2 new fire apparatuses.

*Continued work on the on going housing developments.

*A completely new housing study to gage our needs and the progress that we have made.

*Moving forward with more parts of the water improvements plan that are part of the \$60 million 10 year expansion plan.

*Continued support of Parks and Rec. Centennial Park court resurfacing (pickleball, tennis, B-ball). Maintenance needs at our golf courses and water facilities are always ongoing.

*Street rehabilitation and maintenance—a never ending process.

*Continued repair/replacement of lift stations and other water/sewer needs.

*\$500,000 budgeted for Loup River levy repairs. Making sure the levy is in good condition to handle whatever Mother Nature throws at us.

*Continued support for the needs of our downtown with the input of our BID Board.

*And there is so much more that I cannot begin to list everything.

I am extremely proud to lead a Team of elected officials and City Staff that are dedicated to being good stewards of your tax dollars. We continue to be open with well advertised meetings. We do our best to highlight much of what we are doing. Although it is disappointing to see very few people participate in our meetings and outreach we are committed to trying to reach out and connect. Social media outlets have become the norm. And we attempt to engage with them the best we can. Above all we will continue to remain open and accessible.

As we move through 2026 I guarantee there will be some unexpected events that will need to be addressed. This is normal. The city has a well developed and balanced budget. Our income meets or expenditures. We can handle what might come our way. As your Mayor I will continue to work with everyone to make Columbus that awesome community that people call home and many come to visit.

I CAN ASSURE YOU THE STATE OF OUR CITY IS GOOD!!

Jim Bulkley-Mayor
City of Columbus

7. PUBLIC HEARINGS

7.A. Public hearing - Citizen's Advisory Review Committee report of activities in accord with the Columbus Economic Development Plan.

NOTICE OF HEARING

TO ALL PARTIES IN INTEREST AND CITIZENS OF COLUMBUS, NE

Notice is hereby given that a public hearing before the City Council of the City of Columbus, NE, will be held January 19, 2026, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, to receive a report of activities from the Citizen's Advisory Review Committee in accord with the Columbus Economic Development Plan and at said time and place you may appear and be heard.

CITY OF COLUMBUS, NE
Shuraya Choat, City Clerk

Publish: 01:08:26
Affidavit of Publication



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: January 14, 2026
TO: Mayor & City Council Members
FROM: Tara Vasicek, City Administrator 
RE: Citizens Advisory Review Committee (CARC) semi-annual report

A Semi-Annual report is required twice annually.

The CARC has not received or reviewed any applications since the last semi-annual report.

7.B. Public hearing - Application from Cushing Terrell on behalf of Les Schwab Group Holdings, LLC for final plat and development agreement of Les Schwab Subdivision (northeast corner of 23rd Street and E 11th Avenue). (Planning Commission recommends approval.)

NOTICE OF HEARING

You are hereby notified that a public hearing before the mayor and council of the City of Columbus, NE, will be held on Monday, January 19, 2026, at 6 p.m. in the Columbus Community Building, Community Room, 2500 14 St, Columbus, NE, on the final plat and development agreement of Les Schwab Subdivision, Lot 3, Thiele 5th Addition, an Addition to the City of Columbus, Platte County, Nebraska. Containing a calculated area of 381,853 square feet (8.7661 acres), more or less (northeast corner of 23rd Street and East 11th Avenue) and at said time and place you may appear and be heard.

City of Columbus
Shuraya Choat, City Clerk

Publish: 01:08:26
Affidavit of Publication



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: January 7, 2026
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: Les Schwab Subdivision – Final Plat

RECOMMENDATION:

I recommend the approval of the final plat of Les Schwab Subdivision as it is amendable with the land use and is in accordance with the Columbus Land Development Ordinance.

DISCUSSION:

The subdivision consists of three lots. The property is currently within the corporate limits. Lots 1 and 2 are scheduled to be rezoned to B2, business commercial, concurrently with the final plat. Lot 3 on the north will remain RR, rural residential, at this time. Public improvements include a street with a cul-de-sac, storm sewer, water and sanitary sewer.

FISCAL IMPACT:

None.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: Andrew J. Weckro

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

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

PRELIMINARY PLAT

FINAL PLAT

DATE: 12/18/25

NAME OF SUBDIVISION: Les Schwab Subdivision

NAME OF PROPERTY OWNER: TERRANCE THIELE & THOMAS THIELE 5689 STEAMPUNK ST LAS VEGAS, NV 89118-1916

APPLICANT CONTACT INFORMATION:

NAME OF REPRESENTATIVE: Cushing Terrell, Attn: Ron Isackson

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

411 E Main St, Ste #101

PHONE NUMBER: 406-922-7107

REPRESENTATIVE E-MAIL: ronisackson@cushingterrell.com

NUMBER OF LOTS IN SUBDIVISION: 3

ADDRESS OF SUBDIVISION: TBD

PROPERTY OWNER CONTACT INFORMATION:

NAME OF PROPERTY OWNER: The Estate of Leo E. Thiele C/O Thomas Thiele, Personal Representative

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

51595 848 Road Clearwater, Nebraska 68726

PHONE NUMBER: (402) 640-5726

PROPERTY OWNER E-MAIL: none

DEVELOPER INFORMATION:

NAME OF DEVELOPER: Les Schwab Group Holdings, LLC

ADDRESS (to include City, State, Zip):

PO BOX 5350, Bend, OR 97708-5350

PHONE NUMBER: 541-416-5390

DEVELOPER E-MAIL: stacia.rodby@lesschwab.com

SURVEYOR INFORMATION:

NAME OF SURVEYOR: Mark S. Johannes, PLS, CFedS

SURVEYOR LICENSE NO.: LS-615

Once Recorded Return Document To:

Attn: Name who document should be returned to

Name / or business name

address

City, State, Zipcode

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That The Estate of Leo E. Thiele is the Owner of the following described real estate:

LOT 3, THIELE 5TH ADDITION TO THE CITY OF COLUMBUS, PLATTE
COUNTY, NEBRASKA

Said Owner has caused the above described real estate to be laid out into lots, blocks, streets, avenues, and easement areas belong to such Subdivision under the name of Les Schwab Subdivision to the City of Columbus, Platte County, Nebraska, designating explicitly the land so laid out and particularly describing lots, streets, avenues, and easements belonging to said Subdivision, a plat of which bearing the date of enter date in which plat was signed _____, and certified by Mark S. Johannes, RLS #615, is attached hereto.

Said Owner hereby dedicates the streets, avenues, and easement areas set out and described on said plat to the use and benefit of the public, together with a perpetual easement for the installation of public utilities and maintenance thereof over and across the lots as set out in said plat and therein designated as easements.

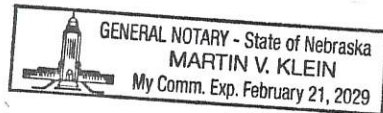
Said Owner covenants and agrees with the City of Columbus to construct and lay, at Owners expense, and in accordance with specifications acceptable to the City Water and Sanitary Sewer Department, and deliver the same to the City of Columbus, Nebraska, without cost to it the necessary water and sewer mains to adequately serve such platted area, and to pave the streets and avenues according to city standards and specifications, and to deliver the same to the City without cost to it.

IN WITNESS WHEREOF, the Owner named herein has executed these presents this 8th
day of Jan, 2026.

Thomas Thiele P.R.
Thomas Thiele, Personal Representative of
The Estate of Leo E. Thiele, Owner

STATE OF NEBRASKA
COUNTY OF ~~PLATTE~~ ANTELOPE : ss.

On this 8th day of January, 2026, before me, a duly qualified and commissioned Notary Public in and for said county, personally appeared Thomas Thiele, Personal Representative of The Estate of Leo E. Thiele, to me personally known to be the identical person described in and whose name is affixed to the foregoing instrument and acknowledged the said instrument to be his voluntary act and deed on behalf of the estate.



Martin V. Klein
Notary Public

(SEAL)

Please return to:
David Gibson
PO Box 5350
Bend, OR 97708
David.r.gibson@lesschwab.com

Les Schwab Subdivision
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered on ____ day of _____, 2026, by and between Estate of Leo E. Thiele and SFP-E, LLC an Oregon limited liability company, (both hereinafter referred to as "Subdivider") and the CITY OF COLUMBUS, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City")

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as Les Schwab Subdivision, to the City of Columbus, Platte County, Nebraska, (hereinafter referred to as the "Area to be Developed") within the City's zoning and platting jurisdiction; and,

WHEREAS, the CITY requires public improvements in the Area to be Developed; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers, water, and storm sewers to be constructed within, the Area to be Developed, to the sanitary sewer, water, and storm sewer system of the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Development Agreement, the following words and phrases shall have the following meanings:

The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs; financing costs and miscellaneous costs.

"Property benefited" shall mean property within the Area to be Developed (Exhibit "A"), which will comprise 8.7661 acres of property.

"Street intersections" shall be construed to mean the areas shown in the city policy for the same adopted by Resolution R96-78, which by this reference is made a part hereof.

SECTION I

Subdivider and City covenant that the following public improvements shall be installed and provided by Subdivider as set forth herein, at Subdivider's expense, subject to the exceptions and clarifications detailed herein:

A. The Subdivider shall install water, sanitary and storm sewer systems and street improvements, including sidewalks and trails in accordance with City standards. The Subdivider shall be responsible for the design, financing and construction of said public infrastructure improvements as detailed herein.

B. Concrete paving of internal streets, dedicated per plat (Exhibit "A"), all of said paving to be a minimum of thirty-three (33) feet in width and six (6) inches thick, and shall be constructed according to City standards. The entire cost of paving and storm sewer system improvements except for intersections shall be paid by the Subdivider, with exception of intersection pavement and pavement in excess of the minimum width or depth required by a Nebraska Licensed Civil Engineer to properly serve the Area to Be Developed and approved by the City Engineer. In such case, the oversized cost shall be paid for by the City, subject to final approval of plans and specifications by the City.

C. The sanitary sewer system, including, but not limited to: mains, manholes and related appurtenances shall be constructed according to City standards within dedicated street right-of-way and easement areas, per plat (Exhibit "A"), the same to be located on a sanitary sewer plan prepared by a Nebraska Licensed Civil Engineer. The entire cost of sanitary sewer system improvements shall be paid by the Subdivider, with exception of sanitary sewer mains located in a dedicated right-of-way or easement area that are greater than the size required by said Nebraska Licensed Civil Engineer to properly serve the Area to be Developed and approved by the City Engineer. In such case, the oversized cost shall be paid for by the City subject to the final approval of the plans and specifications by the City.

D. The storm water sewer system, including, but not limited to: mains, inlets, manholes, and related appurtenances shall be constructed according to City standards within dedicated street right-of-way and easement areas, per plat (Exhibit "A") to be located on storm water system plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider shall be responsible for the design, financing and construction of said storm sewer system improvements. The entire cost of storm sewer system improvements shall be paid by the Subdivider, with exception of storm sewer mains in a dedicated right-of-way or easement area that are greater than the size required by said Nebraska Licensed Civil Engineer to properly serve the Area to be Developed, including incoming runoff, and approved by the City Engineer. In such case, the oversized cost shall be paid for by the City subject to the final approval of plans and specifications by the City.

E. The water distribution system, including, but not limited to: mains, hydrants and valves shall be constructed according to City standards within a dedicated right-of-way and easement areas per plat (Exhibit "A") on a water plan prepared by a Nebraska Licensed Civil Engineer. The Subdivider shall be responsible for the design, financing and construction of said water distribution improvements. The entire cost of the water distribution system and improvements shall be paid by the Subdivider, with exception of water mains located in a dedicated right-of-way or easement area that are greater than the size required by said Nebraska Licensed Civil Engineer to properly serve the Area to be Developed and approved by the City Engineer. In such case, the oversized cost shall be paid for by the City subject to the final approval of plans and specifications by the City.

F. Natural gas distribution mains, if any, shall be located within a dedicated street right-of-way or easement areas dedicated per plat (Exhibit "A"), which Subdivider shall arrange to be installed by the local gas franchisee. Any additional cost participation required by the local gas franchisee for the installation of gas mains, if any, shall be borne by the Subdivider.

G. Subdivider shall arrange for underground electrical service to each buildable lot within the Area to be Developed to be provided by Loup Power District at no cost to the City. If any relocation or adjusting of existing electrical mains are required, the costs shall be borne by the Subdivider.

H. Subdivider shall arrange for street lighting for public streets dedicated per plat (Exhibit "A") to be provided by Loup Power District at Subdivider's cost and at no cost to the City.

I. Subdivider shall install the concrete sidewalk four feet wide and four inches thick, or six inches through driveways or private streets, in accordance with the Americans with Disability Act and per City Code on each lot within the Area to be Developed or shall contract with the builder to construct the same at the time each lot is developed. If Subdivider fails to do so, the lot owner along with the Subdivider shall be responsible for installing the sidewalk. If any lot remains a common area lot or is located adjacent to a designated arterial or collector, Subdivider shall install the sidewalk for said lot(s) as part of the initial construction.

J. Grading for the Area to be Developed shall be completed by the Subdivider at Subdivider's expense pursuant to the drainage and grading plan elevations to be provided by a Nebraska Licensed Civil Engineer, and submitted with the Final Plat. Post construction storm water management systems shall be installed, maintained, and fully functional in accordance with the City of Columbus Code of Ordinances, Chapter 53, at Subdivider's expense. Subdivider agrees to obtain a Nebraska Department of Environmental Quality, National Pollutant Discharge Elimination System, Construction Storm Water Notice of Intent (NOI), including the Storm Water Pollution Prevention Plan (SWPPP), prior to disturbing more than one acre. The Subdivider shall provide a copy of the NOI and SWPPP, name and contact information of the certified person/firm providing the inspections to the City as part of the City's Municipal Storm Sewer Separation System requirements. If less than one acre is disturbed, the Subdivider shall complete a small lot NOI SWPPP.

K. Subdivider shall provide copies of all required Federal and State permits to City prior to work on or in those respective areas. This includes, but not limited to, Nebraska Department of Transportation permits and Nebraska Department of Water, Energy and Environment, Construction Storm Water NOI and SWPPP.

L. Lot 1 shall not have direct driveway access from 23rd Street and East 11th Avenue. Access to Lot 1 from Schwab Place shall be as far east from the East 11th Avenue intersection as practical and subject to the approval of the City Engineer. Lot 2 shall not have direct driveway access from 23rd Street. Lot 3 access from Schwab Place shall be as far east from the East 11th Avenue intersection as practical and subject to approval of the City Engineer. Lot 3 access to East 11th Avenue will be limited one location and shall be as far north as practical and subject to the approval of the City Engineer.

SECTION II

Subdivider and City covenant and agree that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to

construction of public improvements, and testing procedures therefor, except as otherwise provided in this Development Agreement.

SECTION III

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Subdivider to connect its sewer system to the sewer system of the City in such manner and at such place or places designated on plans submitted by the Subdivider's engineer and approved by the City.

B. Without prior written approval by the City, the Subdivider shall not permit any sewer lines or sewers outside the present boundaries of the Area to be Developed to connect to the sewer or sewer lines of the Area to be Developed, any sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the boundaries of the Area to be Developed.

C. At all times, all sewage from and through said Area to be Developed into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

D. Before any connection from any premises to the sewer system of the Area to be Developed may be made, a permit shall be obtained for said premises, and its connection from the City, it being expressly understood that the City reserves the right to collect all connection charges and fees as required by city ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

E. Notwithstanding any other provisions of this Development Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the Area to be Developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulations.

SECTION IV

All buildings built in the Area to be Developed, shall be constructed in compliance with the most recent City of Columbus Building Requirements at the time of application for the building permits, to the extent possible.

SECTION V

Installation of entrance signs or related fixtures and any median landscaping and related fixtures, if any, shall be paid by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.

No separate administrative entity or joint venture, among the parties, is deemed created by virtue of the Development Agreement.

The administration of this Development Agreement shall be through the offices of the undersigned officers for their respective entities.

This Development Agreement shall be binding upon parties, their respective successors and assigns.

This Development Agreement replaces and declares void any prior agreements or resolutions regarding the development of the Area to be Developed, including, without limitation, that certain Thiele 5th Addition Development Agreement between Owner and City dated November 20, 2023 and recorded on November 29, 2023 in Book 255, Page 1191 in the Platte County Register of Deeds, but only to the extent such Thiele 5th Addition Development Agreement pertains to Lot 3, Thiele 5th Addition.

This Development Agreement shall be recorded at the Platte County Register of Deeds office, at the Subdivider's expense, within 30 days of final plat approval.

SECTION VI

The Subdivider shall install all public improvements within a time period of two (2) years after the signing of this Development Agreement, except that sidewalks directly in front of houses (if residential) or businesses (if commercial) shall be constructed before the Occupancy Certificate is issued or within four (4) years after the signing of this Development Agreement, whichever comes first. An extension of this time period may be requested by the Subdivider and if said request receives a favorable recommendation of Planning Commission and approval by the City Council the deadline will be extended pursuant to the new deadline set by the City Council.

As soon as reasonably practicable after completion of the public improvements (but no later than thirty (30) days after completion), the City shall perform an inspection. If all work including, but not limited to, completion of construction punch list items; all federal, state and local permit approvals; design engineer of record acceptance notification; and record drawing submittal, is satisfactory, the City shall issue a written document certifying Subdivider's completion and the City's acceptance of the completed improvements. All public improvements constructed by Subdivider shall become the property of the City immediately upon such written acceptance.

SECTION VII

This Agreement shall run with the land and shall be binding upon and insure to the benefit of all parties hereto, their successors and assigns, including all future lot owners of the Area to be Developed.

IN WITNESS WHEREOF, we the executing parties, by ourselves or our respective duly authorized agents, hereby enter into this Development Agreement:

ATTEST:

CITY OF COLUMBUS

CITY CLERK

MAYOR

Date

APPROVED AS TO FORM

CITY ATTORNEY

SUBDIVIDER

Thomas Thiele, Personal Representative of
The Estate of Leo E. Thiele

By Tom Thiele

Dated this 8th day of Jan, 2026.

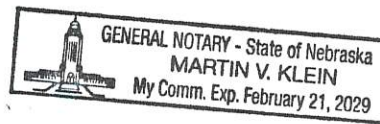
STATE OF NEBRASKA)
 ANTELOPE) ss.
COUNTY OF PLATTE)

On this 8th day of January, 2026, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Thomas Thiele, Personal Representative of the Estate of Leo. E. Thiele, who is personally known by me to be the identical person whose name is affixed to the Development Agreement, and acknowledged the execution thereof to be his voluntary act and deed on behalf of the estate.

Witness my hand and Notarial Seal the day and year last above written.

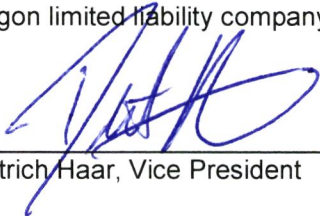
Martin V. Klein
Notary Public

(My commission expires: 2/21/29)



SUBDIVIDER:

SFP-E, LLC,
an Oregon limited liability company

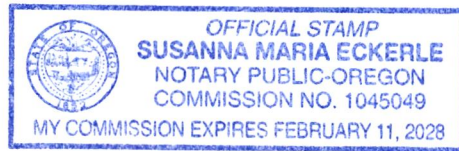
By: 
Dietrich Haar, Vice President

Dated: January 7, 2026

STATE OF OREGON)
) ss.
County of Deschutes)

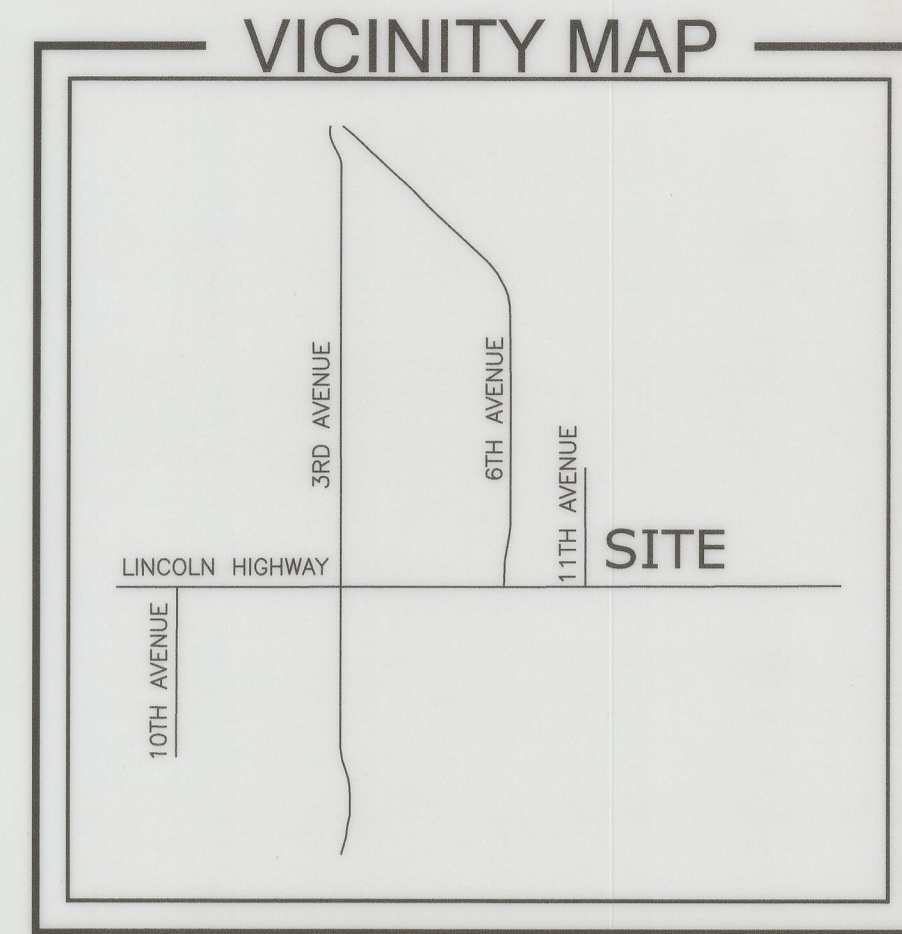
This instrument was acknowledged before me on January 7, 2026, by Dietrich Haar as the Vice President of SFP-E, LLC.


Notary Public - State of Oregon



LES SCHWAB SUBDIVISION

A SUBDIVISION OF LOT 3, THIELE 5TH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA
 LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 16,
 TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M.,
 CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA



LEGAL DESCRIPTION:

Lot 3, Thiele 5th Addition, an Addition to the City of Columbus, Platte County, Nebraska.
 Containing a calculated area of 381,853 square feet (8.7661 acres), more or less

OWNERS CERTIFICATE:

The Estate of Leo E. Thiele, owner of the real estate described hereon and shown on the accompanying plat, has caused such real estate to be platted as: Les Schwab Subdivision.
 The right-of-way and easements shown on this plat are hereby dedicated to the use and benefit of the public.

Thomas Thiele P.R.
 By: Thomas Thiele, Personal Representative of The Estate of Leo E. Thiele

ACKNOWLEDGEMENT:

STATE OF ~~NEBRASKA~~ }
 COUNTY OF ANTHONY } SS

Before me, a Notary Public, qualified and acting in said County, personally came Thomas Thiele, Personal Representative of The Estate of Leo E. Thiele, known to me to be the identical person who signed the foregoing "Owners Certificate" and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and seal this 29th day of December, 2025

Martini V. Klein
 My Commission expires 2/21/29 Notary Public

PLANNING COMMISSION:

STATE OF NEBRASKA }
 COUNTY OF PLATTE } SS
 CITY OF COLUMBUS }

This plat of LES SCHWAB SUBDIVISION in the City of Columbus, Platte County, Nebraska was approved by the Planning Commission this ____ day of _____, 2026.

Chairman _____

CITY OF COLUMBUS APPROVAL:

STATE OF NEBRASKA }
 COUNTY OF PLATTE } SS

The foregoing plat was approved by the City Council of Columbus, Nebraska, by Resolution No. _____ duly passed by the City Council on the ____ day of _____, 2026.

City Clerk _____ Mayor _____

COLUMBUS, NEBRASKA SCHOOL BOARD:

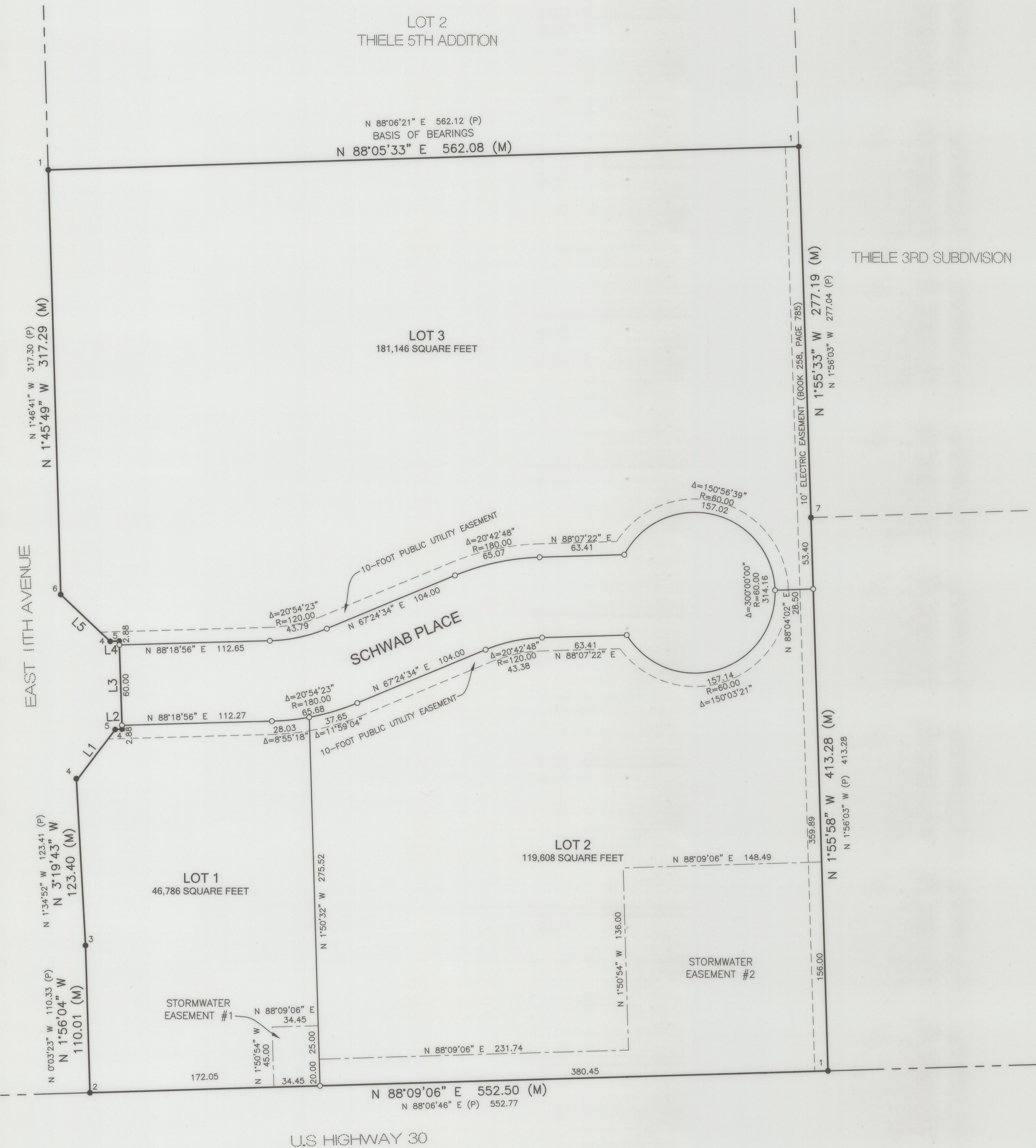
This Final Plat of LES SCHWAB SUBDIVISION in the City of Columbus, Nebraska is approved by the Columbus Public Schools this the 7th day of January, 2026.

Chapman
 School Superintendent

SURVEYOR'S STATEMENT:

The undersigned Professional Land Surveyor licensed in the State of Nebraska, hereby states and declares that the accompanying plat was surveyed and drawn under his responsible charge and accurately shows the described tract of land, and subdivision thereof, and that the applicable standards of practice have been met to the best of his knowledge and belief.

This statement is neither a warranty nor guarantee, either expressed or implied.



STORMWATER EASEMENT LEGAL DESCRIPTIONS:

Stormwater Easement No. 1

That portion of Lot 1, Les Schwab Subdivision, City of Columbus, Platte County, Nebraska described as follows:

Beginning at the southeast corner of said Lot 1;

- 1) thence along the south line of said Lot 1 South 88 degrees 09 minutes 06 seconds West 34.45 feet;
- 2) thence North 1 degree 50 minutes 54 seconds West 45.00 feet;
- 3) thence North 88 degrees 09 minutes 06 seconds East 34.45 feet to the east line of said Lot 1;
- 4) thence along said east line South 1 degree 50 minutes 32 seconds East 45.00 feet to the point of beginning.

Stormwater Easement No. 2

That portion of Lot 2, Les Schwab Subdivision, City of Columbus, Platte County, Nebraska described as follows:

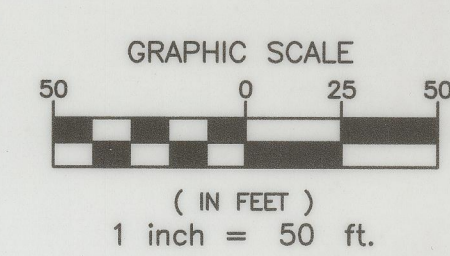
Beginning at the southeast corner of said Lot 2;

- 1) thence along the south line of said Lot 2 South 88 degrees 09 minutes 06 seconds West 380.45 feet;
- 2) thence North 1 degree 50 minutes 32 seconds West 20.00 feet;
- 3) thence North 88 degrees 09 minutes 06 seconds East 231.74 feet;
- 4) thence North 01 degree 50 minutes 54 seconds West 136.00 feet;
- 5) thence North 88 degrees 09 minutes 06 seconds East 148.49 feet to the east line of said Lot 2;
- 6) thence along said east line South 01 degrees 55 minutes 58 seconds East 156.00 feet to the point of beginning.

LEGEND

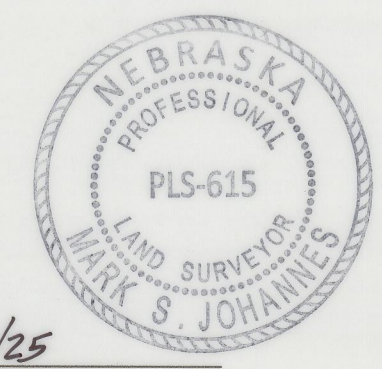
- 1 FOUND 1 1/4" ORANGE PLASTIC CAP MARKED, "TA TREMEL LS455"
- 2 FOUND 1" ORANGE PLASTIC CAP INSIDE 1" PIPE MARKED, "LS 593"
- 3 FOUND 1" ORANGE PLASTIC CAP MARKED, "LS 593"
- 4 FOUND 1 1/4" ORANGE PLASTIC CAP MARKED, "BREUER RLS586". 1.5" WITNESS MONUMENT
- 5 FOUND 5/8" IRON ROD
- 6 FOUND 5/8" REBAR
- 7 FOUND 1" OUTSIDE DIAMETER PIPE
- SET #5 REBAR WITH 1 1/4" ORANGE PLASTIC CAP MARKED, "CSAM, LLC RLS 615"
- P DENOTES PLATTED BEARING AND/OR DISTANCE
- M DENOTES MEASURED BEARING AND/OR DISTANCE
- R DENOTES RADIUS LENGTH
- Δ DENOTES DELTA ANGLE

LINE	BEARING	DISTANCE	BEARING	DISTANCE
L1	N 37°00'52" E	47.87 (M)	N 38°42'05" E	47.89 (P)
L2	N 85°43'58" E	5.21 (M)	N 87°04'02" E	5.19 (P)
L3	N 2°02'46" W	65.77 (M)	N 0°14'05" W	65.66 (P)
L4	S 88°03'58" W	6.78 (M)	N 89°53'04" E	6.79 (P)
L5	N 46°47'27" W	50.83 (M)	N 45°01'52" W	50.83 (P)



OWNER: Leo E. Thiele, 5689 Steampunk St., Las Vegas, NV 89118
ENGINEER: Cushing Terrell, Ron Isackson, P.E., 411 E. Main St., Suite 101, Bozeman, MT 59715
SURVEYOR: Compass Surveying and Mapping, LLC, 3253 West Carefree Circle, Colorado Springs, CO 80917

MSJ
 Mark S. Johannes, Date 12/24/25
 Nebraska Professional Land Surveyor No. 615
 For and on behalf of Compass Surveying & Mapping, LLC



COMPASS SURVEYING & MAPPING, LLC
 3253 WEST CAREFREE CIRCLE
 COLORADO SPRINGS, CO 80917
 719-354-4120
 WWW.CSAMLLC.COM
 INFO@SURVEYINGCOLORADO.COM

REVISIONS:	PROJECT NO.	25030
1 12/23/25 City comments.	DATE:	DECEMBER 17, 2025
	DRAWN BY:	MSJ
	CHECKED BY:	MSJ
	SHEET:	1 OF 1

7.B.1. Resolution No. R26-08 approving final plat and development agreement.

RESOLUTION NO. R26-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: LOT 3 THIELE 5TH ADDITION COLUMBUS; HEREINAFTER TO BE KNOWN AS LES SCHWAB SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, APPROVING THE PLAT THEREOF; APPROVING AND ACCEPTING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND THE ESTATE OF LEO E. THIELE, WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF SAID OWNER/SUBDIVIDER WITH RESPECT TO SAID SUBDIVISION; AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS SUBDIVISION.

WHEREAS, The Estate of Leo E. Thiele, is the owner of real estate described as follows:

LOT 3, THIELE 5TH ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA

all of which is presently a tract of land which is within the corporate city limits and is within the zoning jurisdiction of the City of Columbus, Nebraska; and

WHEREAS, said Owner has laid out said land into lots, blocks, streets and avenues with appropriate utility easement areas under the name of Les Schwab Subdivision to the City of Columbus, Platte County, Nebraska; and

WHEREAS, said Owner has caused an accurate plat thereof to be made, designating explicitly the land so laid out and particularly describing the lots, blocks, streets and avenues and easement areas belonging to such subdivision, all as provided by law, a copy of which plat is attached hereto; and

WHEREAS, said Owner has executed an instrument of dedication of the public ways and utilities easements to the use and benefit of the public, all as provided by law, said instrument being attached to said plat; and

WHEREAS, said plat has attached thereon a certificate of a competent land surveyor certifying the same as provided by law, and said plat and deed of dedication in no way changes the present zoning classification of the area included therein; and

WHEREAS, the plat referred to herein is the plat bearing the certificate of Mark S. Johannes, Registered Land Surveyor, under the date of December 24, 2025, which plat has been heretofore approved by the Columbus Planning Commission; and

WHEREAS, said owner has agreed to pay all costs necessary to extend water and sewer mains to serve said subdivision and to pay all costs for laying such water and sewer mains associated with the subdivision, to pave the streets and ways according to the regulations of the City of Columbus and the requirements of the City Engineer and deliver the same to the City without costs to it; and

WHEREAS, said proposed subdivision and plan for development has been heretofore submitted to the Planning Commission of Columbus, Nebraska, the City Engineer and Columbus 1, 71-0001, Columbus, Nebraska; and

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska have been duly notified of the hearings called for the purpose of approving the final plat; and

WHEREAS, after public hearing, the Planning Commission recommended approval of the plat of Les Schwab Subdivision to the City of Columbus, Nebraska, thereof; and

WHEREAS, a Development Agreement has been prepared for said Subdivision setting forth in the agreement between the City of Columbus and the developer, including duties and responsibilities of the developer and lot owners, said agreement is attached hereto marked **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, the Mayor and City Council have held a public hearing on the approval of the final plat of said Subdivision, to the City of Columbus, Platte County, Nebraska, and following such public hearing, and having heard all persons appearing at such hearing, approved said Final Plat.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Columbus, Nebraska, that the Deed of Dedication for Les Schwab Subdivision to the City of Columbus, Platte County, Nebraska, be and the same is hereby accepted; the plat thereof be and the same hereby is approved as provided by law and that the mayor and clerk be and hereby are authorized and instructed to endorse such approval on said original plat and that the area carry the classification heretofore assigned it according to the Zoning Regulation of the City of Columbus, Nebraska, and that the Les Schwab Subdivision Development Agreement attached hereto as **Exhibit "A"** is hereby approved and accepted and the Mayor and City Clerk are hereby authorized to sign the same.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

7.C. Public hearing - Application from Cushing Terrell on behalf of Les Schwab Group Holdings, LLC to rezone property located in Lots 1 and 2, Les Schwab Subdivision from "RR" (Rural Residential District) to "B-2" (General Commercial District) and to amend the Future Land Use Map of the Comprehensive Plan (northeast corner of 23rd Street and E 11th Avenue). (This public hearing will be continued to February 17, 2026.)

Choat, Shuraya

From: Woehrer, Andy
Sent: Monday, January 19, 2026 10:32 AM
To: Choat, Shuraya
Subject: FW: Les Schwab Subdivision | Rezone Application - City Council Agenda

From: Ron Isackson <RonIsackson@cushingterrell.com>
Sent: Monday, January 19, 2026 10:07 AM
To: Woehrer, Andy <Andy.Woehrer@columbusne.us>; Marty Klein <marty@kleinlawpc.com>; Engineering Department <EngDept@columbusne.us>; Whiting, Renee <Renee.Whiting@columbusne.us>
Cc: Bogus, Richard <rick.bogus@columbusne.us>; Emily Hervert <ehervert@bairdholm.com>; David Gibson <david.r.gibson@lesschwab.com>
Subject: RE: Les Schwab Subdivision | Rezone Application - City Council Agenda

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

All –

Following up with a clarification to my earlier email this morning. See below.

It was brought to our attention last week that we were missing the neighbor notification letters. As a result, we need to **continue** the **Re-Zone application** that is on tonight's city council agenda to the **February 17th City Council meeting**.

Thank you,
Ron

Ron Isackson

Civil Engineer | Associate
406.922.7107 | cushingterrell.com
[Cushing Terrell](#) is an affiliate of CTA

7.D. Public hearing - Application from Hazard Engineering on behalf of Cottonwood Heights, LLC for final plat of Heartland Crossing Addition (southwest corner of 38th Street and East 6th Avenue). (Planning Commission removed from the agenda.)



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: January 7, 2026
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: Heartland Crossing Addition – Final Plat

RECOMMENDATION:

City staff recommends the removal of the Heartland Crossing Addition final plat and inclusion into the corporate limit public hearings from the agenda.

DISCUSSION:

The applicant and developers were not able to meet the Columbus Land Development (CLDO) timelines for submitting the final plat and allowing adequate time for staff review, for both the December 15, 2025, and January 12, 2026, Planning Commission meetings. Written final plat submittal reviews and notifications were sent on: November 21, 2025; December 1, 2025; December 23, 2025; and December 31, 2025. We also had an in person meeting where the deadline was reiterated on December 15, 2025. In addition, there were phone call discussions with various staff with the applicant or developer representatives.

The Planning Commission and City Council continued the public hearings from the December to the January meeting, thus the need to remove it from the agenda. Due to the need for public transparency and in accordance with the CLDO, the final plat and inclusion into the corporate limit public hearings should be removed the agenda. A developer representative will need to re-start and re-submit the final plat application, including all submittals, for a future Planning Commission meeting agenda.

FISCAL IMPACT:

None.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: Andrew J. Wiskra

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

7.D.1. Public hearing - Determine whether Heartland Crossing Addition should be included within the corporate city limits. (Planning Commission removed from the agenda.)

7.E. Public hearing - Application from Advanced Consulting Engineering Services, Inc. on behalf of Columbus Public Schools for final plat of Hidden Meadows Addition (southeast corner of 3rd Avenue and 38th Street). (Planning Commission removed from the agenda.)



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: January 7, 2026
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: Hidden Meadows Addition – Final Plat

RECOMMENDATION:

City staff recommends the removal of the Hidden Meadows Addition final plat and inclusion into the corporate limit public hearings from the agenda.

DISCUSSION:

Columbus Public Schools (CPS) is on record to only final plat and annex this property if and when the Heartland Crossing Addition final plat and annexation is approved. CPS and Cottonwood Heights LLC, the Heartland Crossing Addition developer, have an agreement.

The Planning Commission and City Council continued the public hearings from the December to the January meeting, thus the need to remove it from the agenda. Due to the need for public transparency and in accordance with the CLDO, the final plat and inclusion into the corporate limit public hearings should be removed the agenda. A developer representative will need to re-start and re-submit the final plat application, including all submittals, for a future Planning Commission meeting agenda.

FISCAL IMPACT:

None.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: Andrew J. Wehner

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

7.E.1. Public hearing - Determine whether Hidden Meadows Addition should be included within the corporate city limits. (Planning Commission removed from the agenda.)

8. PETITIONS AND COMMUNICATIONS: None

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

9.A. Update on Nebraska Department of Transportation Loup River South Bridges project.



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

City Hall | Engineering Department
2500 14th St., Suite 3
Columbus, NE 68601
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Nebraska Department of Transportation Columbus South Bridges Project

January 2026 Update

- Nebraska Department of Transportation project
 - City is the Local Public Agency of record
 - Substantially completed the Pawnee Park Underpass Reconstruction
 - Pedestrian trail use till a date to be determined in 2027
 - Emergency Action Plan submitted to USACE, NDOT and City
 - No incidents noted, to date
 - Placed some girders. Additional girders will be placed in about a couple of weeks
 - Working on the north abutment.
 - Working on additional piers on the southern end.
 - Project remains on schedule for fall 2027 completion
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10. REPORTS OF COUNCIL COMMITTEES

10.A. Public Finance, Judiciary, and Personnel Committee - January 19, 2026

10.A.1. Non-exclusive franchise agreement with Viaero Fiber Networks, LLC for construction, operation, and maintenance of a cable system.



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: January 14, 2026
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, P.E. City Engineer
RE: Viaero Fiber Networks Franchise Agreement

RECOMMENDATION:

I recommend approval of the non-exclusive franchise agreement between Viaero Fiber Networks, LLC and City of Columbus for construction, operation, and maintenance of a cable system.

DISCUSSION:

The franchise agreement is in accordance with the Cable Communication Policy Act of 1984, as amended. The initial term is 10 years, unless revoked or terminated, and automatically renew or extended after 7 years.

FISCAL IMPACT:

City to receive five (5) percent of the annual gross revenue.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Columbus, Nebraska, hereinafter referred to as the “Grantor” and Viaero Fiber Networks, LLC, a Colorado limited liability company, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Applicable Law” means any common law and any federal, municipal, state, regional, local or bylaw, rule, statute, ordinance, order or regulation.
- B. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- C. “Board/Council” shall mean the governing body of the Grantor.
- D. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- E. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.

- F. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.
- G. “Gross Revenue” means any and all revenue, as determined in accordance with generally accepted accounting principles and Applicable Law, received by Grantee from Cable System to provide Cable Services in the Service Area; provided, however, that such phrase shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency to a government agency, including any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- H. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- I. “Service Area” shall mean the geographic boundaries of the Franchise Authority and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
- J. “State” shall mean the State of Nebraska.
- K. “Street” shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- L. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law. The Grantor reserves the right to grant a similar use of said Streets, public ways, and public places to other

qualified persons/entities at any time during the period of this Franchise and as long as this granting is done pursuant to Applicable Law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, unless revoked or terminated sooner as herein provided. The Franchise commences on the Effective Date of this Franchise as set forth in Section 15.10. This Agreement shall not be automatically renewed, and any extension shall be negotiated with the Grantor; provided at any time after the seven (7) year anniversary date of the Effective Date, Grantee shall have the right to request Grantor and Grantee enter into negotiations to renew the Franchise. If Grantee makes such request, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 Police Powers and Conflicts with Franchise. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the Streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4 **Indemnification and Insurance**

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officials, officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, suits, losses, claims, demands, judgments, costs, attorney fees, and/or out of pocket expenses arising out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section.

In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channels.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on	\$2,000,000 per occurrence C.S.L. all owned, non-owned hired autos
Umbrella Liability	\$5,000,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage.

SECTION 5 **Service Obligations**

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age, disability or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6 **Service Availability**

6.1 Service Area. The Grantee shall make Cable Service distributed over the Cable System

available to every residence within the Service Area where there is a minimum density of at least thirty (30) residences per linear strand mile of cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within one hundred twenty-five (125) feet of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rate for standard installations. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee or to any area which is financially or technically infeasible. Grantee at its discretion may make Cable Service available to businesses within the Service Area. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions. Upon the annexation of any additional land area by the Grantor, the annexed area shall become part of the Service Area and subject to the terms of this Agreement; and, the Grantee's rights and duties under this agreement shall be deemed to include such annexed land; provided Grantor shall provide Grantee a reasonable time to extend its facilities to the annexed Service Area and any such extension shall be subject to the terms of this Section 6.1, including, Grantee's right to refuse to extend into the annexed Service Area if Grantee determines the extension is financially or technically infeasible, however, Grantor shall have the right to require Grantee to meet with Grantee to discuss Grantee's determination that such extension was financially or technically infeasible.

6.2 Annexation of Territory Which is Already Being Serviced by Grantee. The Grantor shall promptly provide written notice to the Grantee of this annexation of any territory which is being provided Cable Service by Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the address that will be moved into the Service Area in and Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the address set for in Section 15.5. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this Section 6.2.

6.3 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard

installation charges to extend the Cable System from the tap to the residence.

SECTION 7 **Construction and Technical Standards**

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

7.5 Performance Monitoring. Grantee shall test the Cable System consistent with the FCC regulations.

SECTION 8 **Conditions on Street Occupancy**

8.1 General Conditions. No Street or right of way shall be used by Grantee if the Grantor, in its sole opinion, determines in accordance with Applicable Law that such use is inconsistent with the terms, conditions or provisions by which such Street or right of way was created or dedicated, or presently used under Applicable Laws. As further required in Section 8.3, prior to any construction, maintenance, or repair, and/or any distributing of the streets and/or right-away, Grantee shall first acquire any and all right of way permits that are now required by Grantor or which may be required in the future. Additionally, the use of poles, conduits, and other facilities belonging to the Grantor or other third parties, or the erection or construction of new pole or conduits, shall be governed by a separate Pole Use Agreement with the appropriate entities and/or utilities. Grantee shall only be allowed to use existing poles, conduits, and other facilities owned by the Grantor when there is adequate room available and when it has been determined that said pole, conduit, or facility can structurally hold the additional load. If poles, conduits, or other facilities are installed on public property by the Grantee, then assuming adequate space or room exists, as such determination regarding adequate room or space is made by Grantee in its sole and absolute discretion, the Grantor shall have the right to make additional use, for any public or municipal purpose, of any of said poles, conduits, or facilities controlled or maintained exclusively by or for Grantee in any street or on any public property, provided such use by Grantor does not interfere with use by Grantee.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities under ground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees (including annual right-of-way fees) required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise. Grantee shall give Grantor notice of proposed construction in and Street and other public ways at least ten (10) days prior to such construction so as to coordinate all work between Grantee and Grantor after Grantor has acquired all required permits.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed in accordance with industry standards at the time of construction and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel or visibility on such public way, and Grantee shall use reasonable efforts designed to ensure such placement does not interfere with the adjoining property owners, or with the other utilities which may be located in the right of way.

8.5 Good Order and Repair. Grantee shall use reasonable efforts designed to ensure all structures and all lines, equipment and connection in, over, under, and upon the Streets, sidewalks, alleys, and public ways or places of the Service Area wherever situated or located shall at all times be kept and maintained, operated in a safe, suitable conditions and in good order and repair and at all times in compliance with all applicable safety codes and in accordance with Applicable Law and applicable industry standards in effect from time to time.

8.6 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way, street, or paved area as a result of its operation, construction, or

maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance. Any excavation or repair of a Street or public roadway shall be performed in accordance with applicable provisions of Applicable Law.

8.7 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.8 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities. All trimming is to be done at the expense of the Grantee, who shall make every effort to preserve the aesthetic beauty and viability of any trees trimmed. Grantee may contract for such services; however, any firm or individual so retained shall be required to receive Grantor's approval (such approval not to be unreasonably withheld, conditioned, or delayed), be subject to all Applicable Laws provisions regarding tree trimming, and have a City business license prior to commencing such activity.

8.9 Relocation for the Grantor. Nothing in this Agreement shall prevent the Grantor from constructing, maintaining, repairing or relocating and/or altering any street; constructing, laying down, repairing, maintaining or relocating any water mains; or, constructing maintaining, relocating, or repairing any sidewalk or other public work. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.10 Building Moving By Third Party. Grantee, on the request of any person holding a valid building moving permit and provided Grantee is provided reasonable access to the building and surrounding area and receives reasonable cooperation from the holder of the building permit, shall temporarily raise or lower its wires to permit the moving of said building. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the Grantee has the authority to require such payment in advance. Grantee shall be given at least five (5) business days advance notice of removal or change, unless a different notice timeframe is provided for in Applicable Law or if the need is because of a declared emergency or involves inadequate clearance by the Grantee's facilities.

8.11 Relocation for Street Improvements or Expansion. Upon request of the Grantor, in connection with street improvements or expansion, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate within, or remove from the Street any property of the Grantee, as reasonably necessary to accommodate such improvements or expansion. All expenses of such work shall be borne by the Grantor. The Grantee shall be provided with reasonable advance written notice to prepare for such work, which shall mean not less than ten (10) business days for a temporary relocation and not less than one hundred twenty (120) days for a permanent relocation.

8.12 Reimbursement of Costs. If funds are available to any Person using the Streets for the

purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.13 Emergency Use. If the Grantee provides an Emergency Alert System ("EAS"), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time. Subject to Section 15.1 hereof, Grantee shall respond to subscriber complaints in accordance with its subscriber complaint procedures in effect from time to time, but any such response shall be no later than three (3) business days after a complaint is made.

9.2 Maps and Records of System. Grantee shall keep accurate 'as-built' maps and records of all its facilities which have been compiled in accordance with Grantee's processes and procedures related to such maps and records (it being understood that the maps and records shall not include any information related to Grantee's drops located within the Service Area). Upon request, Grantee shall furnish un-redacted copies of such maps and records of all its facilities as they are in existence as of the date of such request. The maps and records shall be updated periodically, in accordance with Grantee's standard procedures as they are in effect from time to time. In the event Grantee provides maps and records to Grantor the maps and records shall be held in confidence by Grantor.

9.3 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.4 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.5 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.1 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue or at such other higher rate as may be otherwise become set in accordance with Applicable Law. Prior to any new rate becoming effective, Grantor shall provide reasonable prior written notice of the rate change to Grantee. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.10. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee.

SECTION 12 **Records, Reports and Maps**

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.

- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13 **Enforcement or Revocation**

13.0 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

13.1 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

13.2 Public Hearing. If the Grantee fails to respond to the Violation Notice received from Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.5 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

13.3 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the

hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- Commence an action at law for monetary damages or seek other equitable relief; or
- In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

13.4 Revocation.

- Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board
- Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 14 **Miscellaneous Provisions**

14.0 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, pandemics, work

delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

14.1 Minor Violations. The parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

14.2 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

14.3 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

14.4 Notices. Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means.

As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Columbus, Nebraska
Attn: City Administrator PO
Box 1677
Columbus, NE 68602

Grantee: Viaero Fiber Networks, LLC
Attn: President
1224 West Platte Avenue
Fort Morgan, CO 80701

Copy to: Viaero Fiber Networks, LLC
Attn: Legal Department
1224 West Platte Avenue
Fort Morgan, CO 80701

14.5 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

14.5.1. Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such an application or request shall have the same notice requirement as outlined in Paragraph 15.6 above.

14.6 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

14.7 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor, and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

14.8 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein.

Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

14.9 Effective Date. The Franchise granted herein will take effect and be in full force from such date of the approval of this by the City Council and Mayor of the Grantor. This Franchise shall expire on _____, unless extended in accordance with Section 2.2 of the Franchise or by the mutual of the parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

14.10 Governing Law. This Franchise shall be governed by be governed by and construed in accordance with the laws of the State of Nebraska without regard to conflicts of law rules.

Considered and approved this _____ day of _____ 2026.

City of Columbus, Nebraska

Signature: _____
Name/ Title: _____
Date: _____

Accepted this 12 day of January 2026, subject to applicable federal, State and local law.

Viaero Fiber Networks, LLC

Signature: Ronald Christensen
Name/Title: Ron Christensen - President
Date: January 12, 2026

10.B. Public Property, Safety, and Works Committee - January 19, 2026

10.B.1. Right-of-way easement located along the south property line of Airport Park (18th Avenue and Bill Babka Drive).



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: January 14, 2026
TO: Tara Vasicek, City Administrator
FROM: Richard J. Bogus, City Engineer
RE: Loup River Public Power District, Right-of-Way Easement, Airport Park

RECOMMENDATION:

I recommend approval of the Resolution for the Right-of-Way Easement with Loup River Public Power District in Airport Park.

DISCUSSION:

The 10-foot wide permanent easement located along a portion of the south property line of Airport Park is for construction and access to a new power line to be located 1 foot north of the property line. It replaces an existing power line in the same area.

It will not adversely affect operations or use of the park or fire training center. No playground equipment, training center equipment, or trees will need to be removed for this line.

FISCAL IMPACT:

None.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

LOUP RIVER PUBLIC POWER DISTRICT, P.O. BOX 988, COLUMBUS, NE 68602-0988

RIGHT-OF-WAY-EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **City of Columbus**, of Platte County, do hereby grant and convey unto **Loup River Public Power District** (hereinafter called **District**), its lessees, successors and assigns, the permanent right, privilege and easement of right-of-way to enter upon and to construct, operate, maintain, inspect, repair, alter, relocate and reconstruct its overhead/underground electric lines, including all necessary poles, wires, guys, and other equipment used in connection therewith, upon, over and across a strip of land 10 ft. in width, across property situated in Platte County, Nebraska, said property being more particularly described as follows:

A tract of land located in Section 17, T17N, R1E, City Airport, Columbus, Platte County, NE, specifically described in Book 96, Page 313 of the Platte County Register of Deeds.

A 10 ft. utility easement described as follows:

Beginning at the northwest corner of Lot 1-Goeckel Addition, thence north 10 feet, thence east 1330 feet, thence south 10 feet, thence west 1330 feet to the point of beginning.

The District shall have the right of ingress and egress across and along the property within the easement area for any purpose necessary in connection with the survey, construction, operation, maintenance, inspection, repair, removal, alteration, relocation and reconstruction of the District's electric lines.

The District shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe construction, operation, maintenance, alteration or reconstruction of its electric lines and equipment used in connection therewith, including but not limited to removal of any and all trees brush within the easement area and topping or removing any other trees which in falling would come within fifteen (15) feet of the nearest electric line conductor. All refuse from such tree cutting or trimming shall be burned or removed by the District, and the District shall have the right to control by chemicals all weeds, trees, and brush along the described right of way if said right of way is not being utilized for cultivated crops.

The District agrees to pay the Grantor or Lessee, as their interests may appear, for any damage to personal property, fences, livestock, and to growing crops caused by the survey and original construction or damage occurring after the initial construction resulting from the operation, maintenance, repair, removal, or reconstruction of said electric line. It is further agreed that all claims for such damages must be submitted to the District in writing within 60 days of such occurrence; otherwise, it is agreed that said claim for damages shall have been waived.

The District agrees to take all reasonable steps to restore, as nearly as possible to the condition it was in prior to the original construction, all land in the easement area which is damaged as a result of said construction.

The Grantor may cultivate, use and enjoy the land within the easement area, provided that such use shall not endanger or be a hazard to or interfere with the survey, construction, repair, maintenance, inspection, operation, alteration, relocation and removal of the District's electric lines. It is further agreed that the Grantor shall not place or maintain within the easement area any building, structures, hay or straw stacks or other facilities without first obtaining express written permission from the District for such placements.

The District agrees that should said right of way not be used for the purposes herein stated, or should any electric line constructed hereunder be removed and not replaced by another line, for a period of five years, the right of way and easement hereby secured shall then cease and terminate, and this instrument shall be of no further force and effect.

The undersigned agrees and represents that he has read and understands the foregoing and that this instrument contains all agreements and understandings between the parties, and the undersigned has not relied upon any promises, inducements, covenants, oral statements, or agreements of any kind or nature which are not expressly set forth herein.

Signed the _____ day of _____, A.D., _____.

X _____ X _____
For
City of Columbus

STATE OF NEBRASKA)
)
COUNTY OF _____)

On this _____ day of _____, _____, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____ personally to me known to be the identical person who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

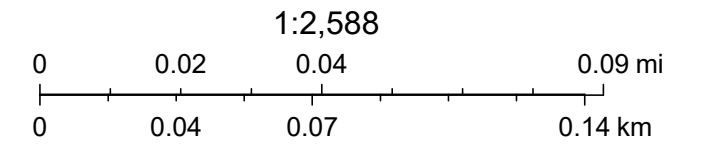
Witness my hand and notary seal the date above written.

Notary Public

Rebuild Existing Line Route



December 15, 2025



Vantor, Esri Community Maps Contributors, Nebraska Game & Parks Commission, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

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

12. **REPORTS ON LEGISLATION: None**

13. **NEW BUSINESS**

13.A. Purchase from Jones Automotive in the amount of \$64,671.95 for vehicle equipment and installation for police department. CIP # 21-05, 06, 07



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: January 9, 2026

TO: City Administrator

FROM: Capt. Douglas Molczyk

RE: Bid to equip 3 new patrol units.

CIP # 100-110-57520-21005, 100-110-57520-21006, 100-110-57520-21007

RECOMMENDATION: Approve the bid from Jones Automotive to purchase new equipment (to include but not limited to cages, mounts, electronics and emergency lights) and install the new equipment in those 3 new patrol units. The total cost will be **\$64,671.95**.

DISCUSSION:

The Columbus Police Department has purchased three new patrol vehicles that will require full upfitting, including prisoner cages, equipment mounts, and emergency lighting.

The Department has consistently utilized Jones Automotive for vehicle upfitting services since Electronic Engineering ceased providing these services. Jones Automotive has delivered high-quality installations, comprehensive wiring diagrams, and a one-year warranty on all installation work. In addition, they offer a mobile repair service, allowing maintenance and warranty work to be completed on-site, minimizing vehicle downtime.

To ensure due diligence, another local vendor, Platte Valley Communications, was contacted regarding these services. Platte Valley Communications does not offer mobile repair services, requiring vehicles to be transported to Grand Island for any warranty or repair work. Given this limitation and the operational impact associated with transporting patrol vehicles out of town, a formal bid was not requested from Platte Valley Communications.

Jones Automotive and Platte Valley Communications are the two primary vehicle upfit vendors serving this region. Based on prior experience, service quality, warranty support, and the availability of mobile repair services, Jones Automotive was selected for this project.

The attached quote includes the purchase of new equipment, removal of existing equipment from current patrol units, and installation of that equipment into the newly acquired vehicles.

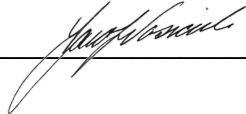
FISCAL IMPACT: This money has been budgeted in the 2025-2026 Capital Expenditure budget. CIP **100-110-57520-21005, 100-110-57520-21006, 100-110-57520-21007**

ALTERNATIVE: Not to upfit the vehicles or seek a bid from Platte Valley Communications.

SIGNATURE:



By: _____

Approved By: _____


JONES AUTOMOTIVE

1223 S 20TH ST
 OMAHA, NE 68108-3404
 MON-FRI 7AM TO 4PM, NE 68108
 402-345-8383

* * * * Quote / Estimate * * * *

Quote #: 5083

Date: 01/13/26

Quote Sale: 67

Sold To:

Contact Number:

Unit #:

CITY OF COLUMBUS

PO BOX 1677

COLUMBUS NE 68602

Business Phone: 402-564-8584

Vehicle:

License:

Mileage: 0

Vin#:

Description	Product Code	QTY	Parts	Labor	FET	Tax	Ext. Price	Total
LIGHTBAR - FEDERAL SIGNAL -								
VALOR LIGHTBAR	FVALR51J-P1BL	1.00	2,714.29	0.00	0.00	0.00	2,714.29	
2020 PIU PURSUIT HOOK KIT	FSHKB-FPIU20-HP	1.00	0.00	0.00	0.00	0.00	0.00	
WATERPROOF FITTING	KE007-2004-0	1.00	62.01	0.00	0.00	0.00	62.01	
							Authorized	2,776.30
INTERIOR LIGHTBARS - FEDERAL SIGNAL -								
SPLIT FRONT HEADLINER UTILITY	FSSIFMJS-FPIU25-P;	2.00	1,361.66	0.00	0.00	0.00	2,723.32	
							Authorized	2,723.32
PUSHBUMPERS - ALREADY INSTALLED -								
PUSHBUMPERS ALREADY INSTALLED	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
							Authorized	0.00
FRONT PB LIGHTS - FEDERAL SIGNAL -								
18-LED MICROPULSE R/B/W	FSMPS63U-RBW	10.00	171.21	0.00	0.00	0.00	1,712.10	
4 ON EACH SLICKTOP UNIT	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
2 ON MARKED UNIT	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
MOUNT ON FRONT LIP	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
							Authorized	1,712.10
SIDE PB LIGHTS - ALREADY INSTALLED -								
SIDE PB LIGHTS ALREADY INSTALL	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
							Authorized	0.00
HEADLIGHT FLASHER - FACTORY -								
CONNECT FACTORY HEADLIGHT FLAS	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
							Authorized	0.00
UNDERMIRROR LIGHTS - FEDERAL SIGNAL -								
9-LED LIGHTHEAD RWB WIDE ANG	FSMPSW9-RBW	6.00	214.19	0.00	0.00	0.00	1,285.14	
SIDE MIRROR BRKT 25+	FSMPSMW9-FPIU25P	3.00	30.89	0.00	0.00	0.00	92.67	
WIDE 9 MIRROR SHROUD	FSMPSMW9-SHD	6.00	33.57	0.00	0.00	0.00	201.42	
							Authorized	1,579.23
3/4 WINDOW LIGHTS - FEDERAL SIGNAL -								
18-LED MICROPULSE R/B/W	FSMPS63U-RBW	6.00	171.21	0.00	0.00	0.00	1,027.26	
KIT L-BRKT SINGLE H	FSMPSM6-LB	6.00	14.77	0.00	0.00	0.00	88.62	
							Authorized	1,115.88
RUNNINGBOARD LIGHTS - FEDERAL SIGNAL -								
DR6-RBW	PNOSTK	4.00	1,316.00	0.00	0.00	0.00	5,264.00	
DR6BKT-RB-FPIU20B	PNOSTK	4.00	50.36	0.00	0.00	0.00	201.44	
SLICKTOPS ONLY	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
							Authorized	5,465.44
REAR INTERIOR LIGHTBAR - FEDERAL SIGNAL -								
REAR HATCH ILS UTILITY	FSSIFMJH-FPIU20-P;	3.00	1,361.66	0.00	0.00	0.00	4,084.98	

JONES AUTOMOTIVE

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* * * * Quote / Estimate * * * *

Quote #: 5083

Date: 01/13/26

Quote Sale: 67

Sold To:

Contact Number:

Unit #:

CITY OF COLUMBUS

PO BOX 1677

COLUMBUS NE 68602

Business Phone: 402-564-8584

Vehicle:

License:

Mileage: 0

Vin#:

							Authorized	4,084.98
D-PILLAR LIGHTS - FEDERAL SIGNAL -								
D-PILLAR LIGHTS 20+ FPIU RBA	FSELSDFPIU20RBA	2.00	1,579.79	0.00	0.00	0.00	3,159.58	
79926 6 GANG ATC FUSE HOLDER	CO8028B	2.00	36.87	0.00	0.00	0.00	73.74	
SLICKTOPS ONLY	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
							Authorized	3,233.32
REAR PLATE LIGHTS - FEDERAL SIGNAL -								
18-LED MICROPULSE R/B/W	FSMPS63U-RBW	6.00	171.21	0.00	0.00	0.00	1,027.26	
MOUNT ON TRIM PIECE ABOVE	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
							Authorized	1,027.26
DOMELIGHTS - SOUNDOFF SIGNAL -								
DOMELIGHT 12V LED RED/WHITE	SOECVDMTLAL00	6.00	86.40	0.00	0.00	0.00	518.40	
1 IN DRIVER AREA	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
1 IN PRISONER AREA	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
							Authorized	518.40
REVERSE LIGHT LEDs - FEDERAL SIGNAL -								
TRI CORNER LEDs RED/BLUE/WHITE	FS416918-RBW	4.00	99.37	0.00	0.00	0.00	397.48	
SLICKTOPS ONLY	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
							Authorized	397.48
SIREN SPEAKER - FEDERAL SIGNAL -								
ES100 SPEAKER DYNAMAX 100 WATT	FSES100C	3.00	290.06	0.00	0.00	0.00	870.18	
ES100 SPEAKER MOUNTING BRACKET	FSESB-U	3.00	36.93	0.00	0.00	0.00	110.79	
							Authorized	980.97
SIREN CONTROLLER - FEDERAL SIGNAL -								
PATHFINDER SIREN	FSPF200S17B	3.00	1,375.00	0.00	0.00	0.00	4,125.00	
20FT OBDII CABLE 2025 PIU	FSOBDCABLE20-6	3.00	167.19	0.00	0.00	0.00	501.57	
							Authorized	4,626.57
EXPANSION MODULE - FEDERAL SIGNAL -								
PATHFINDER EXPANSION MODULE	FSEXPMOD32	3.00	364.59	0.00	0.00	0.00	1,093.77	
79926 6 GANG ATC FUSE HOLDER	CO8028B	3.00	36.87	0.00	0.00	0.00	110.61	
							Authorized	1,204.38
CONSOLE KIT - GAMBER JOHNSON -								
UTILITY CONSOLE W CUP & REAR A	GJ7170-0734-01	3.00	615.09	0.00	0.00	0.00	1,845.27	
MOTOROLA APX/XTL FP	GJ7160-0321	3.00	0.00	0.00	0.00	0.00	0.00	
FED SIG SMART SIREN FP	GJ7160-0338	3.00	0.00	0.00	0.00	0.00	0.00	
DUAL POWER POINT USB	HC-LP2-USB-BL2	3.00	135.00	0.00	0.00	0.00	405.00	
MAGNETIC MIC	MMSU-1	6.00	39.95	0.00	0.00	0.00	239.70	
							Authorized	2,489.97
MOBILE DATA - PROVIDED -								
PROVIDED DOCKING STATION	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
PROVIDED TABLET MOUNT / KEYBOA	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	

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COLUMBUS NE 68602

Business Phone: 402-564-8584

Vehicle:

License:

Mileage: 0

Vin#:

							Authorized	0.00
MODEM - PROVIDED -								
PROVIDED MODEM / ANTENNA	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
CAT5 PATCH CABLE 25FT	SW-30094-25	6.00	18.00	0.00	0.00	0.00	108.00	
							Authorized	108.00
E-CITATION - PROVIDED -								
PROVIDED PRINTER	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
BROTHER POWER ADAPTER CHARGER	BROLB3692	3.00	35.43	0.00	0.00	0.00	106.29	
USB-A TO USB-C 10FT.	AL71884100	3.00	13.31	0.00	0.00	0.00	39.94	
PRINTER MOUNT	HC-PM-1001	3.00	125.15	0.00	0.00	0.00	375.45	
PROVIDED LICENSE SCANNER	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
							Authorized	521.68
SINGLE PRISONER CAGE - SETINA -								
1K0574ITU20FR	PNOSTK	3.00	1,214.64	0.00	0.00	0.00	3,643.92	
PK0316ITU252ND	PNOSTK	3.00	654.55	0.00	0.00	0.00	1,963.65	
							Authorized	5,607.57
REAR CARGO STORAGE - SETINA -								
TK0231ITU20	PNOSTK	3.00	1,196.05	0.00	0.00	0.00	3,588.15	
TRAY FOR TOP	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
SINGLE DRAWER / NO LOCK	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00	
							Authorized	3,588.15
EQUIPMENT TRAY - SETINA -								
EQUIP TRAY	STTPA9289	3.00	370.49	0.00	0.00	0.00	1,111.47	
							Authorized	1,111.47
DUAL GUN RACK - SETINA -								
GK11191B1SHK	PNOSTK	3.00	1,006.05	0.00	0.00	0.00	3,018.15	
GT0536ITU20 90 DEGREE MOUNT	PNOSTK	3.00	93.10	0.00	0.00	0.00	279.30	
							Authorized	3,297.45
POWER MANAGEMENT - JONES -								
JONES TIMED POWER MANAGEMENT	JTPM	3.00	0.00	0.00	0.00	0.00	0.00	
DUAL OUTPUT TIME DELAY RELAY	CO7616-2001B	3.00	153.14	0.00	0.00	0.00	459.43	
DEL 76637 80 AMP RESETABLE CIR BREAKER	WT46691	3.00	23.51	0.00	0.00	0.00	70.54	
71263 JUNCTION BLOCK STUD BLACK	WT47211	3.00	7.63	0.00	0.00	0.00	22.89	
FUSE BOX ATO/ATC 24	WT46075	3.00	78.13	0.00	0.00	0.00	234.39	
ABS PLASTIC ENCLOSURE	PODC-46FMBYT-24	3.00	11.69	0.00	0.00	0.00	35.07	
GROMMET 1 3/8" RUBBER	AM4100315	3.00	1.00	0.00	0.00	0.00	3.00	
87200 AMG FUSE 200 AMP	WT46274	3.00	10.69	0.00	0.00	0.00	32.06	
DEL87905 AMG FUSE HOLDER 100/200 AMP	WT45616	3.00	15.00	0.00	0.00	0.00	45.00	
							Authorized	902.37
AUXILIARY BATTERY - HYBRID -								
DEL5614805 4GA BATTERY CABLE BLACK	WTWB04-0	51.00	1.73	0.00	0.00	0.00	88.01	
DEL5614101 4GA BATTERY CABLE RED	WTWB04-02	51.00	1.73	0.00	0.00	0.00	88.01	

JONES AUTOMOTIVE

1223 S 20TH ST
 OMAHA, NE 68108-3404
 MON-FRI 7AM TO 4PM, NE 68108
 402-345-8383

* * * * Quote / Estimate * * * *

Quote #: 5083

Date: 01/13/26

Quote Sale: 67

Sold To:

Contact Number:

Unit #:

CITY OF COLUMBUS

Vehicle:

PO BOX 1677

License:

COLUMBUS NE 68602

Mileage: 0

Business Phone: 402-564-8584

Vin#:

DEL CITY 76275 120 AMP CIRCUIT BRK PANEL CO4706-120B	3.00	23.51	0.00	0.00	0.00	0.00	70.54
Authorized							246.56

LABOR - -

LABOR	HO2000E	3.00	0.00	4,455.00	0.00	0.00	13,365.00
33 HOURS PER VEHICLE AT \$135.0	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00
Authorized							13,365.00

MISCELLANEOUS - -

MISCELLANEOUS SUPPLIES	MISC	3.00	250.00	0.00	0.00	0.00	750.00
INBOUND SHIPPING AND HANDLING	FRT1	3.00	350.00	0.00	0.00	0.00	1,050.00
ANTENNA BASE	TCMB8	3.00	29.63	0.00	0.00	0.00	88.89
MINI UHF CONNECTOR	TCRFU600-1	3.00	3.01	0.00	0.00	0.00	9.04
TORQUE TO 35 FT/LBS SEAT BOLTS 2020 PIU (FW709980-S439	6.00	15.03	0.00	0.00	0.00	90.17
Authorized							1,988.10

OTHER PROVIDED ITEMS - -

PROVIDED RADIO	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00
PROVIDED RADAR	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00
PROVIDED CAMERA SYSTEM	COMMENT	1.00	0.00	0.00	0.00	0.00	0.00
Authorized							0.00

FREIGHT CHARGES MAY VARY AND WILL BE BILLED ACCORDINGLY. A FEE OF 3 TO 4% OF THE TOTAL PAYMENT AMOUNT WILL BE CHARGED IF YOU PAY BY CREDIT CARD. (DOES NOT APPLY TO DEBIT CARDS)

UPON ACCEPTANCE, YOU AGREE TO PAY 50 PERCENT OF THE PARTS TOTAL.

Quote Notes:

QUOTE 5083 TO BE FULL PROJECT FOR QUANTITY 2 OF QUOTE 5071 AND 1 OF QUOTE 5072 FOR A TOTAL OF 3 UNITS

Parts:	51,306.95
Labor:	13,365.00
Shop Supplies	0.00
Subtotal:	64,671.95
Sales Tax:	0.00

Quote expires: 03/14/26

Total: \$64,671.95

13.B. Purchase from BlueStreak K9 LLC in the amount of \$13,500 for K9 dog for the police department. CIP #26-17



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: January 14, 2026
TO: City Administrator
FROM: Capt. Douglas Molczyk
RE: Bid on new K9
CIP # 100-110-57510-26017

RECOMMENDATION: Approve the bid from BlueStreak K9 LLC to purchase new a new K9. The cost is \$13,500.

DISCUSSION: The Columbus Police Department has selected a new K9 handler and is requesting approval to purchase new police service K9.

The selected K9 and handler are scheduled to attend the Nebraska State Patrol K9 Handler Camp beginning March 31. To ensure eligibility for this training, we have selected the same vendor currently used by the Nebraska State Patrol to supply their K9s. Because this vendor's K9s are already approved by the Nebraska State Patrol for participation in the training camp, we are confident the K9 will meet all camp and certification requirements.

I have obtained a sole source letter from BlueStreak K9 LLC that is attached to this bid.

Approval of this purchase will allow the department to move forward in a timely manner and ensure the handler and K9 are properly trained and operational.

FISCAL IMPACT: This money has been budgeted in the 2025-2026 Capital Expenditure budget. CIP **100-110-57510-26017**

ALTERNATIVE: Not to purchase a K9 at this time.

SIGNATURE:

By: _____

Approved By: _____

BlueStreak K9, LLC

Date: 01/15/2026

From: Blake Bristow

To: Douglas Molczyk

Subject: Sole Source Justification Letter

Dear Douglas Molczyk,

My name is Blake Bristow. I am the owner of BlueStreak K9. I provide numerous trained Police K9s throughout the United States to Police, Sheriffs, Department of Corrections and State Police. I provide numerous K9s throughout the state of Nebraska. I provide Police dogs that possess drives and training at prices that are unbeatable in the industry. Most sell green dogs at my prices. Not only do I provide an unbeatable price with the training, I also have a health and performance guarantee that is at the top of the industry standard at that price. Even though I have a great warranty I do not have to replace the dogs that come from BlueStreak K9.

The above-named company or firm is the sole source for the following item(s), product(s) or service(s): Single Purpose canines, and Dual Purpose canines which the Columbus Police Department is interested in purchasing in the future.

There is/are no other like item(s) product(s), or services available for purchase that would serve the same purpose or function in accordance with the standards and philosophy utilized by the Columbus Police Department.

Note: I understand that by providing false information on this Sole Source Affidavit, we may be considered a non-responsive Vendor on this and



future purchases and may result in discontinuation of any/all business with the Columbus Police Department.

Based on the above information I should be considered a sole source for Police K9s for the Columbus Police Department.

Sincerely,



Blake Bristow

BlueStreak K9, LLC
 822 County Road 730
 Jonesboro, AR 72405-2426 USA
 +2430331
 blake@bluestreakk9.com
 www.bluestreakk9.com

Estimate



ADDRESS
 Columbus Police Department
 2330 14th Street
 Columbus, NE 68601

SHIP TO
 Columbus Police Department
 2330 14th Street
 Columbus, NE 68601

ESTIMATE #	DATE	
1033	01/14/2026	

ACTIVITY	QTY	RATE	AMOUNT
police dog New Purchase of Dual Purpose Police K9	1	13,500.00	13,500.00

TOTAL **\$13,500.00**

Accepted By

Accepted Date

13.C. Authorization to sell surplus property for the park department.



Accountability – Honesty
Dedication – Integrity – Respect

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

Memorandum

Date: 1/13/2026

To: Tara Vasicek, City Administrator

From: Betsy Eckhardt, Director of General Services

RE: Surplus Declaration & Authorization to Sell

Recommendation: Declare the items contained in the attached list as surplus and allow the Parks and Recreation Department to accept sealed bids with the intent to sell to the highest bidder.

Discussion: Attached are surplus items identified by the Parks Department. I am requesting that this equipment is designated as surplus and that we are allowed to sell these items through a sealed bid process.

Fiscal Impact: Revenue will be unknown; however, a minimum bid price is established on the attached list.

Alternative: None recommended.

Concurrence:

By: Sydney Wroczek

Signature:

By: Betsy Eckhardt

Approved By: [Signature]

Park Department Surplus Items

Description	Min \$
Frog Pond Fountain	\$50
Sertomaland Used Playground	\$100

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

14. **RESOLUTIONS**

14.A. Resolution No. R26-09 approving non-exclusive franchise agreement with Viaero Fiber Networks, LLC for construction, operation, and maintenance of a cable system.

DRAFT

RESOLUTION NO. R26-09

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING NON-EXCLUSIVE FRANCHISE AGREEMENT WITH VIAERO FIBER NETWORKS, LLC. FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF A CABLE SYSTEM, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME; AND TO REPEAL ALL RESOLUTIONS IN CONFLICT HEREWITH.

WHEREAS, the non-exclusive franchise agreement with Viaero Fiber Networks, LLC, is hereby deemed appropriate and in the best interest of the citizens and inhabitants of the City of Columbus.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the agreement with Viaero Fiber Networks, LLC, for non-exclusive franchise agreement, a copy of which is 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.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

14.B. Resolution No. R26-10 approving and accepting right-of-way easement with Loup Public Power District located along the south property line of Airport Park (18th Avenue and Bill Babka Drive).

DRAFT

RESOLUTION NO. R26-10

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING RIGHT OF WAY EASEMENT WITH LOUP RIVER PUBLIC POWER DISTRICT ALONG THE SOUTH PROPERTY LINE OF AIRPORT PARK (18TH AVENUE AND BILL BABKA DRIVE), A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the right-of-way easement with Loup River Public Power District along the south property line of Airport Park (18th Avenue and Bill Babka Drive), City of Columbus, Platte County, Nebraska, as stated in the Right of Way Easement, attached hereto and incorporated herein by this reference, executed by Loup River Public Power District, be approved and accepted by the City of Columbus, Nebraska.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

14.C. Resolution No. R26-11 accepting Nebraska Statewide Arboretum Urban and Community Forestry grant from the University of Nebraska-Lincoln in the amount of \$25,000 to provide arborist training for two staff members, removal of six trees, and purchase and planting of 24 new trees.

DRAFT

RESOLUTION NO. R26-11

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING A NEBRASKA STATEWIDE ARBORETUM URBAN AND COMMUNITY FORESTRY GRANT FROM THE UNIVERSITY OF NEBRASKA-LINCOLN IN THE AMOUNT OF \$25,000 TO PROVIDE ARBORIST TRAINING FOR TWO STAFF MEMBERS, REMOVAL OF SIX TREES, AND PURCHASE AND PLANTING OF 24 NEW TREES, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HERewith.

WHEREAS, the City of Columbus, Nebraska (hereinafter called Grantee), intends to accept a Nebraska Statewide Arboretum Urban and Community Forestry Grant in the amount of twenty-five thousand dollars (\$25,000) from the United States Department of Agriculture, acting through the University of Nebraska-Lincoln ("the Agency"), for the purpose to provide arborist training for two staff members, removal of six trees, and purchase and planting of 24 new trees ("the Facility"); and

WHEREAS, as a condition to and in consideration of receiving financial assistance in the form of the Nebraska Statewide Arboretum Urban and Community Forestry Grant from the agency, this Resolution is being adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Nebraska Statewide Arboretum Urban and Community Forestry Grant is accepted and the Mayor is hereby authorized, directed, and empowered to execute all related documentation on behalf of the City of Columbus, Nebraska.

This resolution shall take force and effect immediately.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____ 2026.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK



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

Memorandum

Date: 01/12/2026

To: Tara Vasicek, City Administrator

From: Sydney Mroczek, Parks and Recreation Director

RE: Acceptance of UCF Grant

Recommendation:

Approval to accept the Nebraska Statewide Arboretum Urban and Community Forestry Grant in the amount of \$25,000 and authorization for the Mayor to execute all documents related to the grant.

Discussion:

The City was awarded the Nebraska Statewide Arboretum Urban and Community Forestry Grant from the University of Nebraska-Lincoln. Grant funds will be used to provide arborist training for two staff members, the removal of six trees, and the purchase and planting of 24 new trees. The grant period begins in 2026 and runs through 2028, with all project objectives to be completed by the end of fiscal year 2028.

Fiscal Impact:

None: This is a reimbursement grant for \$25,000.

Concurrence: Betsy Eckhardt, Director of General Services

By: Betsy Eckhardt

Signature: Sydney Mroczek, Park and Recreation Director

By: Sydney Mroczek

Approved: Tara Vasicek, City Administrator

By: Tara Vasicek

Subrecipient Commitment Form

SECTION A – SUBRECIPIENT INFORMATION

Subrecipient Legal Name: City of Columbus Parks and Recreation

Legal Address: 2500 14th Street

Administrative Address: 2500 14th Street

Payment Address: 2500 14th Street

Congressional District: 1 UEI: YM4RJGN196F5 EIN: 47-6006144

Central Email: nick.zakrzewski@columbusne.us Website: https://www.columbusne.us/769/Parks-Recreation

Organization Type:

University

Government

Industry

Other (please specify):

Other non-profit

SECTION B – PROJECT SPECIFIC INFORMATION

PI Name: Nick Zakrzewski

Phone: 531-348-3606 Email: nick.zakrzewski@columbusne.us

Administrative Contact Name: Sydney Mroczek

Phone: 402-562-4234 Email: sydney.mroczek@columbusne.us

Financial Contact Name: Shuraya Coat

Phone: 402-562-4227 Email: Shuraya.Choat@columbusne.us

Authorized Official Name: Jim Bulkley

Phone: 402-562-4240 Email: jim.bulkley@columbusne.us

Project Period: 02/01/2026 - 01/31/2028 Total Requested: 25,000

Does the project involve human subjects?
 Yes No

Does the project involve vertebrate animals?
 Yes No

SECTION C – SUBRECIPIENT CERTIFICATIONS

Fiscal Responsibility

- The organization certifies that its financial system is in accordance with generally accepted accounting principles and:
- Has the capability to identify, in its accounts, all Federal awards received and expended and the Federal programs under which they were received;
 - Maintains internal controls to assure that it is managing Federal awards in compliance with applicable laws, regulations, and the provisions of contracts or grants;

- Complies with applicable laws and regulations;
- Can prepare appropriate financial statements. Including the schedule of expenditures of federal awards;
- There are no outstanding audit findings which would impact project costs. If there are findings, submit a copy of the report that describes the finding and steps to be taken to correct the finding.

Facilities and Administrative Rates included in this proposal have been calculated based on:

- Our federally negotiated F&A rates for this type of work, or a reduced F&A rate that we hereby agree to accept.
- 10% MTDC (de minimis rate) in accordance with CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Not applicable (*No indirect cost requested by Subrecipient*).

Fringe Benefit Rates included in this proposal have been calculated based on:

- Rates consistent with or lower than our federally-negotiated rates.
- Other rates (*Please specify the basis on which the rate has been calculated in comments below*).
- Not applicable (*No fringe benefit requested by Subrecipient*).

Certification Regarding Debarment and Suspension

Are the Subrecipient Institution or any of its principals who are participating in this project debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from receiving funds from any federal department or agency, or delinquent on any federal debt?

- Yes No

If YES, please explain to the right.

If NO, the Organization Certifies it (**answer all questions below**):

- Is Is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts;
- Is Is not presently indicted for, or otherwise criminally or civilly charged by a government agency;
- Has Has not within three (3) years preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commissions of contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;
- Has Has not within 3 years preceding this offer, had one or more contracts terminated for default by any federal agency.

SECTION D – AUDIT STATUS

Has your organization received an audit?

- Yes No

Year of most recent audit: 2024

Copy of audit attached with this form OR copy of audit available online at:

SECTION E – CONFLICT OF INTEREST

- Not applicable because this project is not being funded by Public Health Service (PHS), National Science Foundation, Department of Energy, or other sponsor that has adopted the federal financial disclosure requirements.

SECTION F – SPONSOR CERTIFICATIONS

- All of the named personnel on this subaward have disclosed in the relevant proposal documents (bio sketch, Current & Pending, etc.) any international appointments or affiliations (paid or unpaid) or financial or in-kind support received from a foreign entity in the past 12 months.

SECTION G – AUTHORIZED SIGNATURE

The Authorized Official certifies the information on this form is accurate and complete and that the associated proposal has been reviewed and approved by the appropriate personnel of the subrecipient entity. The appropriate programmatic and administrative personnel involved in this proposal are aware of the sponsoring agency policies, agree to comply with award terms, conditions and certifications and are prepared to enter into an inter-institutional agreement consistent with those policies. Any work begun and/or expenses incurred prior to execution of a subaward agreement are at the subrecipient's own risk.

Printed Name and Title of Authorized Official: _____

Email: _____

Phone: _____

Signature of Requestor/Authorized Official: Mich Zabrzewski

Date: 12/10/2025 | 13:30 CST

Signature of Authorized Official (if different): _____

Date: _____

Signature of UNL IANR: _____

Date: _____

Signature of UNL OSP: _____

Date: _____

Certificate Of Completion

Envelope Id: E9D670AF-FA6C-405F-83A8-5090D6D35C50

Status: Sent

Subject: UNL Subrecipient Commitment from Nick Zakrzewski

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

UNL Office of Sponsored Programs-Subawards

AutoNav: Enabled

1400 R St.

Envelopeld Stamping: Disabled

Lincoln, NE 68588

Time Zone: (UTC-06:00) Central Time (US & Canada)

osp-subawards@unl.edu

IP Address: 173.240.80.34

Record Tracking

Status: Original
12/10/2025 1:02:08 PM

Holder: UNL Office of Sponsored
Programs-Subawards
osp-subawards@unl.edu

Location: DocuSign

Signer Events

Signature

Timestamp

Nick Zakrzewski
nick.zakrzewski@columbusne.us

Sent: 12/10/2025 1:02:09 PM

Viewed: 12/10/2025 1:02:19 PM

Security Level:
DocuSign.email
ID: 1
12/10/2025 1:02:11 PM

Signature Adoption: Pre-selected Style
Using IP Address: 173.240.80.34

Signed: 12/10/2025 1:30:27 PM

Electronic Record and Signature Disclosure:
Accepted: 12/8/2025 10:19:44 AM
ID: dd9c58a8-bdcb-4f58-a764-53923e9098ba

Jim Bulkley
jim.bulkley@columbusne.us
Mayor

Sent: 12/10/2025 1:30:29 PM

Security Level: Email, Account Authentication
(Optional)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

UNL Office of Sponsored Programs-SubAwards

Signing Group: UNL Office of Sponsored
Programs-SubAwards

Security Level: Email, Account Authentication
(Optional)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/10/2025 1:02:09 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

University of Nebraska

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Internet 2 OBO University of Nebraska - Lincoln (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Internet 2 OBO University of Nebraska - Lincoln:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esignature@nebraska.edu

To advise Internet 2 OBO University of Nebraska - Lincoln of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@nebraska.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Internet 2 OBO University of Nebraska - Lincoln

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@nebraska.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Internet 2 OBO University of Nebraska - Lincoln

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to esignature@nebraska.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Internet 2 OBO University of Nebraska - Lincoln as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Internet 2 OBO University of Nebraska - Lincoln during the course of your relationship with Internet 2 OBO University of Nebraska - Lincoln.

City of Columbus Parks & Recreation | SOW Document

2-Year grant timeline, \$25,000.00 request

Sponsor contact: Nicholas Zakrzewski, nick.zakrzewski@columbusne.us, 531-348-3606

UEI: YM4RJGN196F5

Outcomes- The outcomes of this proposed project are described below:

This project will produce clear, measurable outcomes that directly improve safety, canopy health, workforce capacity, and equitable tree distribution in Columbus.

1. Tree Removals: Year 1, Early October

- 6 hazardous trees will be safely removed by outside contractors due to their size, advanced decline, and location in high-use parks.
- Breakdown of removals: 2 trees in West Pawnee Park, 2 trees in East Pawnee Park, and 2 trees at Quail Run Golf Course.
- Outcome: Elimination of immediate safety risks to park users, protection of surrounding healthy canopy from potential damage during natural failure, and reduced liability for the City.

2. Tree Plantings:

- A total of 24 new native trees will be planted in neighborhood parks located within the eligible tract area.
- Planting distribution:
 - 6 trees will directly replace the removed trees, restoring canopy in Pawnee Park and Quail Run. (Year 1, Fall 2026)
 - 6 trees will be planted in Sunset Park. (Year 2, Spring 2027)
 - 6 trees will be planted in Gerrard Park. (Year 2, Spring 2027)
 - 6 trees will be planted in Frontier Park. (Year 2, Fall 2027)
- Outcome: Increased tree canopy, shade, and stormwater resilience in high-use neighborhood parks; equitable distribution of tree benefits across the community; improved air quality and habitat value in areas that serve large resident populations.

3. Workforce Development and Training:

- 2 Parks and Recreation employees will complete arborist training and certification in Year 1 of the grant; beginning Feb 1, 2026 until completed.

- Outcome: Creation of in-house expertise to evaluate tree health, manage future removals, and implement proactive care, reducing the City’s reliance on contractors and building long-term capacity for urban forest management.

4. Community and Environmental Benefits:

- Removal of hazardous trees ensures the safety of thousands of annual park users, especially families, seniors, and children who use playgrounds, athletic fields, and open space near the removal sites.
- Planting 24 trees will expand canopy cover in underserved areas of the eligible tract, providing measurable increases in shade, carbon storage, and stormwater interception.
- Training 2 arborists within the department ensures a lasting impact beyond this project cycle, enabling better care for hundreds of existing and future trees throughout Columbus.

Summary of Outcomes:

- 6 trees safely removed from three park sites.
- 24 new trees planted, with clear distribution across four parks.
- 2 employees trained and certified as arborists.
- Direct safety, environmental, and equity benefits to residents living within the eligible tract area. Together, these outcomes represent measurable progress in making Columbus parks safer, greener, and more resilient, while building the staff capacity needed to manage the urban forest into the future.

Scope of Work:

Eligible Activities and Project Activities This project will utilize four eligible activities — tree removal, tree planting, tree care, and workforce development — to accomplish our outcomes.

1. Tree Removal: 6 hazardous trees will be removed: 2 from West Pawnee Park, 2 from East Pawnee Park, and 2 from Quail Run Golf Course.

- Due to the size, condition, and location of these trees, the City will contract with Precision Tree Removal of Columbus, a licensed local company with the necessary equipment and expertise.
- This approach ensures removals are completed safely and efficiently, while protecting surrounding healthy canopy.

2. Tree Planting and Tree Care:

- A total of 24 new native and climate-adapted trees will be planted, including 6 to replace removed trees and 18 distributed among Sunset Park, Gerrard Park, and Frontier Park.
- Trees will be sourced from local and regional nurseries such as Wilke's Landscaping and Earl May to support local businesses and ensure appropriate species selection.
- Parks and Recreation staff will be responsible for planting, mulching, watering, and monitoring tree health to ensure establishment and survival.

3. Workforce Development:

- Two Parks and Recreation employees will undergo training and become certified arborists.
- Certification will expand in-house expertise, enabling staff to assess tree health, manage maintenance proactively, and reduce future reliance on outside contractors.
- Staff will also gain hands-on experience during the planting phase, directly applying arborist skills in tree selection, installation, and early care.

Project Tracking - Progress will be tracked through a detailed work schedule maintained by the Parks and Recreation Department. Staff will:

- Document each removal and planting activity with location, date, and photographic evidence.
- Maintain watering and care logs for all new plantings.
- Track arborist certification progress through course enrollment, training hours, and certification completion. Regular internal reviews by the Director of Parks and Recreation will ensure all activities remain on schedule and within scope.

Roles and Responsibilities

- City of Columbus Parks and Recreation Department: Lead agency responsible for implementing all activities, including contracting services, coordinating with nurseries, overseeing plantings, and maintaining records.
- Precision Tree Removal: Contracted partner for hazardous tree removals.
- Local/Regional Nurseries (Wilke's Landscaping, Earl May, etc.): Suppliers of native and climate-adapted trees.
- Parks and Recreation Employees: Two staff members will participate in arborist training and certification, while the larger staff team will handle planting and ongoing tree care.

Support for Workforce Development and Local Opportunities

This project directly supports workforce development and local opportunities by:

- Training and certifying two local Parks and Recreation employees as arborists, strengthening the community's professional tree care capacity.
- Purchasing trees from local and regional nurseries, ensuring funds circulate within the local economy.
- Contracting with Precision Tree Removal, a local company, for hazardous removals, supporting local employment and ensuring site-specific expertise. Through these combined activities, the project not only addresses immediate safety and canopy needs but also invests in long-term capacity, ensuring Columbus can better manage its urban forest in the future.

Sustainability:

This project enhances Columbus's urban forest by delivering long-term environmental, health, and community benefits. The top three community forestry benefits supported by the project are:

1. **Providing Shade and Reducing Heat:** Planting 24 new native trees in Sunset, Gerrard, Frontier, and Pawnee Parks will expand shade in highly used community spaces. These trees will reduce the urban heat island effect, create cooler environments for recreation, and lower exposure to heat stress for families, seniors, and youth who rely on these parks.

2. **Stormwater Management and Erosion Control:** Trees planted within the eligible tract area will provide root structures that stabilize soils, reduce erosion, and increase water infiltration during rain events. By intercepting rainfall and reducing runoff, new canopy will protect park infrastructure, support healthier waterways, and improve resilience during heavy storm events.

3. **Enhancing Community Canopy and Public Health:** Planting in neighborhood parks increases equitable access to green space and the proven health benefits associated with trees, such as stress reduction, improved air quality, and opportunities for outdoor activity. Removing hazardous trees ensures safe access to community spaces, while replanting maintains canopy continuity for future generations.

4. **Future Maintenance:** The Parks and Recreation Department will oversee long-term care and monitoring of all new plantings. Staff will implement regular watering, mulching, pruning, and health assessments during the establishment period. The training and arborist certification of two employees through this grant will further ensure the department has the professional expertise to maintain tree health and manage risks in the future. By expanding in-house capacity while partnering with local nurseries and

contractors, Columbus will be able to sustain this investment and grow a healthier, safer, and more resilient community forest.

Timeline:

Project Period: February 2026 – January 2028

- Preparation: Initial project paperwork, contracts finalized with Precision Tree Removal and local nurseries; scheduling of arborist training for Employee 1 after February 1st.

Year 1 (February 2026 – January 2027)

- Sept 2026: Two employees begin attending arborist training classes.
- Sept - Oct 2026: Tree planting of 6 new; watering and mulching plan initiated by Parks and Recreation staff.
- Oct 2026: Removal of six hazardous trees completed by Precision Tree Removal; documentation of sites and preparation for replanting.
- Oct 2026 – Jan 2027: Ongoing tree care and monitoring – water, mulch and staking (if necessary).

Year 2 (February 2027 – January 2028)

- Jan 2027: Two employees take NAA arborist certification test at NAA winter conference.
- Feb–Mar 2027: Ongoing tree care and monitoring.
- March – April: Plant 12 trees
- Apr–Jun 2027: Evaluation of newly planted trees and corrective care (replanting if needed).
- Sept - Oct 2027: Plant remaining 6 new trees
- Nov 2027 and into the future - Ongoing tree care and monitoring – water, mulch. Make sure they are all growing correctly.

Overall Approach: This timeline ensures removals are completed early to address safety concerns, plantings are scheduled for optimal seasonal success, and arborist training is completed by two employees. Quarterly milestones provide checkpoints for monitoring progress, ensuring all objectives are met by September 2028.

Budget Table

Nebraska Statewide Arboretum UCF Grant Application

Budget Category	Budget Description/Justification	Hourly Rate/Cost per item	Number Hours/items	Year 1	Year 2	Total Funds Requested
Tree Planting				6 trees	18 trees	
Tree purchase	Tree Purchase from Local Nurseries	\$350/each	24	\$2,100	\$6,300	\$8,400.00
Tree Removals						
	Tree removal	\$1500.00/tree	1	\$1,500	\$0	\$1,500.00
Contracting	Tree removal and stump grinding	\$2500.00/tree	5	\$12,500	\$0	\$12,500.00
Workforce Development						
Arborist Certification Training	3 class session (includes test)	\$960.00	2	\$1,920		\$1,920.00
Member Initial Fee	Membership fee	\$85.00	2	\$170		\$170.00
Training materials	NAA Study guide and questions	\$90.00/guide	2	\$180		\$180.00
Total				\$18,370	\$6,300	\$24,670.00

14.D.Resolution No. R26-12 approving professional services agreement with Sirius Computer Solutions, LLC in the estimated amount of \$50,100 for Microsoft Office 365 migration services to upgrade the city's email system. Reallocated CIP #20-70, 23-01, 26-04, 19, 25.

DRAFT

RESOLUTION NO. R26-12

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SIRIUS COMPUTER SOLUTIONS, LLC IN THE ESTIMATED AMOUNT OF \$50,100 FOR MICROSOFT OFFICE 365 MIGRATION SERVICES; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN.

WHEREAS, the City desires to upgrade its aging email system; and

WHEREAS, the City intends to migrate to a cloud-based email system that has added security, better accessibility and integration with other systems, and additional software modules to enhance meeting collaboration and file sharing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA that the professional services agreement with Sirius Computer Solutions, LLC in the estimated amount of \$50,100 for Microsoft Office 365 migration services, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Statement of Work

CITY OF COLUMBUS

Exchange Migration to Office 365 with Entra ID

This Statement of Work ('SOW') is made by and between Sirius Computer Solutions, LLC, ('Sirius') and CITY OF COLUMBUS ('Customer') for the provision of certain professional services as more fully described herein, ('Services'). Customer and Sirius expressly acknowledge and agree that this SOW is incorporated by reference into, and made a part of, Sirius Customer Agreement 34239-CA (the 'Agreement'). In the event of conflict, the terms of the Agreement shall control unless otherwise expressly provided herein.

SCOPE OF SERVICES

The scope of services for this project is attached hereto as Exhibit A.

ACCEPTANCE CRITERIA

This SOW will be deemed complete when the Deliverables within Exhibit A have been completed and accepted by Customer.

RESPONSIBILITIES

Sirius Responsibilities

1. Staff this effort with appropriately skilled individuals to perform the Services.
2. Provide necessary support to ensure accurate and timely billing of Services per the contract.
3. Promptly notify Customer of any unsafe condition about which Sirius has knowledge.

Customer Responsibilities

1. Back-up all data, software, operating systems, software configurations and networking configurations in preparation for and during the performance of the Services. Sirius shall not be liable for any lost, damaged, or corrupted data.
2. Have the appropriate software and hardware available at the beginning of the project and ensure that the necessary hardware environment (operating system, network, ports) is configured appropriately and is stable.
3. Customer will be responsible for data migration unless specified in the scope of services.
4. Prior to Sirius Consultant coming on-site for Services, provide resource contact information; names, phone numbers, email addresses and location.
5. Provide Sirius with known scheduled outages, resource unavailability and project specific information for the development of a cohesive project schedule.
6. Provide Sirius with access to Customer's facilities and appropriate resources as reasonably necessary for Sirius to fulfill its obligations hereunder, including but not limited to an adequate work area, network access (including Internet access), telephones, terminal, access to PC-based printer, remote access to systems (if applicable).
7. Promptly notify Sirius of any unsafe condition about which Customer has knowledge and to which Sirius resources could be exposed.
8. Promptly notify Sirius of any accidents or injuries involving Sirius employees or subcontractors assigned to Customer.
9. Promptly inspect and accept Services and/or Deliverables upon completion by Sirius.
10. Upon completion of the Services, Customer is responsible for disabling or deleting all Sirius coworker access credentials and completing any other necessary steps to ensure that access to all of Customer's environments has been permanently terminated for all Sirius coworkers and contractors that were part of this engagement.

DELIVERABLES

This SOW will produce the deliverables ('Deliverables') outlined in Exhibit A. All estimates and/or costs associated with this SOW are based solely upon the Deliverables outlined in Exhibit A. In the event any additional requirements are requested by Customer, the parties will mutually execute a change request to this SOW to address these additional requirements.

Statement of Work

Tasks, Deliverables, and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Unless defined in Exhibit A, this SOW does not obligate Sirius to modify or remediate Deliverables or provide maintenance or support Services for Deliverables in any manner following Customer's acceptance without an appropriate, corresponding SOW. If applicable, a separate maintenance or support Services SOW may be established to provide maintenance or support Services to Customer.

ASSUMPTIONS

Sirius has created this SOW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

1. Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Customer staff will participate throughout the implementation.
2. Unless otherwise agreed, Sirius reserves the right to subcontract any or all portions of the Services contemplated pre-approved by Customer.
3. The parties expressly agree that Sirius may use offshore resources, resources located outside of the United States, to provide the Services herein and expressly waive any terms to the contrary herein or in any referenced agreement.
4. Performance of the Services defined by this SOW are not subject to any provisions of the laws, acts, or regulations listed below and shall not require Sirius to create, receive, use, disclose, or in any way take control or possession of any information identified in such laws, acts or regulations:
 - a. Personal Information as defined by 201 Code of Massachusetts Regulation 17.00 (or any similarly defined information under an applicable state law);
 - b. Nonpublic Personal Information as defined by the Gramm-Leach-Bliley Act;
 - c. Personally Identifiable Information as defined by the Family Educational Rights and Privacy Act;
 - d. Cardholder Data as defined by Payment Card Industry (PCI) Data Security Standards; or
 - e. Protected Health Information, Electronic Protected Health Information, or Individually Identifiable Health Information as defined by the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
5. Sirius may deliver Services at Customer location or a remote location.
6. If knowledge transfer is listed as a deliverable, it should be noted that such knowledge transfer is not a replacement for classroom training but is intended to help the Customer gain a working knowledge of implementation details specific to their environment. Customer should consider attending training provided by the manufacturer.

SCHEDULE

Sirius and Customer will determine a schedule for work to be performed once execution of this SOW occurs. This schedule will include expected response times for both Sirius and the Customer to review and complete tasks. Sirius will use commercially reasonable efforts to timely complete the Services in accordance with the agreed upon schedule. Sirius will not be liable for any delays in performance related to Customer's failure to perform its obligations under this SOW or Customer's failure to make any facilities or equipment necessary for performance available to Sirius. In the event any delays in performance result in additional charges under this SOW, said charges will be agreed upon in a Change Request using the process detailed below.

FEE SCHEDULE

Service Cost

The Services will be provided at the hourly rate listed below. Sirius will invoice weekly for actual hours expended unless otherwise specified. SOW will expire one (1) year from signature date.

*For purposes of this SOW, holidays shall be defined as those observed by Sirius.

Statement of Work

ESTIMATED PROFESSIONAL SERVICE FEES

Description	Quantity	Rate	Totals
Technical Lead / Principal Consulting Engineer	140 Hours	\$255.00	\$ 35,700.00
AD-Hoc Support	24 Hours	\$255.00	\$6,120.00
Enterprise Project Manger	36 Hours	\$230.00	\$8,280.00
Estimated Project Total:			\$50,100.00

Travel Costs

The Services to be provided hereunder shall be performed remotely. Should Customer request that the Services be performed on-site, Customer will be charged for reasonable and actual out-of-pocket travel and living expenses. Upon request, Sirius will provide receipts for individual line item expenses valued at \$35.00 or greater.

SERVICES COORDINATION

Customer designates the following authorized representative assigned to serve as the primary point of contact for communication, issue escalation, contract administration, project scope change administration, and acceptance of Deliverables and/or Services as set forth herein.

Customer's Authorized Representative	Email Address
Matt Soukup	msoukup@columbusne.us

SITE OF PERFORMANCE

Performance of the Services may be at the following Customer location(s) or may be performed from a remote location on the system located at the address listed below:

Bill To:
CITY OF COLUMBUS 2500 14TH ST STE 3 COLUMBUS, NE 68601-4958

Service Locations:
CITY OF COLUMBUS 2500 14TH ST STE 3 COLUMBUS, NE 68601-4958

CHANGE REQUESTS

From time-to-time Customer may request, or Sirius may propose, that Sirius implement a change to the Services reflected in this SOW including, without limitation, (a) a change to the scope of Services, or (b) a change in the prioritization or manner in which Sirius is performing the Services (each, a "Change"). In the event of the occurrence of a mutually agreed Change, Sirius shall prepare and provide to Customer a proposed change order. Sirius shall include in the proposed change order the effect, if any, the Change will have on Sirius' schedule of delivery of the Services, and if there will be any effect on the estimated cost or other Customer payments. Sirius shall not be responsible or liable for any delays, costs or damages resulting from Customer's rejection of, or delay in approving, a proposed change order relating to a Change. In the event the authorized representative of Customer requests that Sirius perform work without a mutually agreed upon change order, Customer shall compensate Sirius for the additional fees and expenses incurred by Sirius related thereto. In the event the Customer desires to retain Sirius for additional Services outside the scope of the Services to be provided hereunder, Customer and Sirius agrees to execute and deliver such additional statements of work to evidence the additional Services to be provided by Sirius.

NO SOLICITATION

Statement of Work

Upon Customer's signature of this SOW and for a period of one (1) year following completion, expiration or termination of this SOW, neither party will, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party (or subcontractors or independent contractors) who are involved in the performance of Services under this SOW, without obtaining the prior written consent of such party. Notwithstanding the foregoing, solicitation of a party's current employees, subcontractors or independent contractors who are not involved in the performance of Services under this SOW by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision. This provision will survive the completion, expiration, or termination of this SOW and/or the Agreement.

INTELLECTUAL PROPERTY

Upon full payment of all amounts due Sirius under this SOW and the Agreement, Customer shall own all rights, title, and interest in and to the Deliverables and all changes, modification or improvements related thereto, developed by Sirius under this SOW. Sirius hereby grants, sells, assigns, and conveys to Customer all rights of Sirius in and to the Deliverables and the tangible and intangible property rights relating to or arising out of the Deliverables, including, without limitation, patent, copyright, trade secret, trademark, and other proprietary rights. Deliverables shall not include, and the transfer of any rights hereunder shall not apply to, Background Technology (as hereinafter defined) or any software, materials or other technology which is owned or controlled by a third-party ("Third-Party Technology").

"Background Technology" means all processes, tools, works of authorship, programs, data, utilities, or other intellectual property, in whatever form, that Sirius prepared or had prepared outside the scope of the Services provided hereunder and are included in, or necessary to, the Deliverable. Sirius Background Technology, working papers, scripts, proprietary methodology and confidential information belong exclusively to Sirius, including to the extent included in the Deliverable. Customer is granted a nonexclusive license to use Sirius Background Technology or Third-Party Technology for the limited purpose of implementing the Deliverable for Customer's internal purposes.

PROPRIETARY AND CONFIDENTIAL

This SOW contains confidential and proprietary information of Sirius and its vendors. Information contained in this SOW may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer who is not privileged to receive such information without the express written permission of Sirius. There is no obligation to maintain the confidentiality of any information which was known to Customer prior to receipt of such information from Sirius, or becomes publicly known through no fault of Customer, or is received without obligation of confidentiality from a third party owing no obligation of confidentiality to Sirius.

ACCEPTANCE & AUTHORIZATION

This SOW expires if not signed by Customer and returned to Sirius (as set forth below) within thirty (30) days of January 6, 2026. However, this SOW shall not be binding or effective until countersigned by Sirius. If performance of the Services does not commence within ninety (90) days of the date hereof, this SOW will automatically terminate in the absence of a written amendment rescheduling the Services. Please indicate your acceptance of this SOW by signing below and returning to:

Services Operations Team by email to elizabeth.dorney@cdw.com. Please note, all pages of SOW are required.

BY: CITY OF COLUMBUS	BY: SIRIUS COMPUTER SOLUTIONS, LLC
Signature:	Signature:
Name:	Name:
Title:	Title:
PO # (if applicable)	SOW Number: SOW-027103
Date:	Date:

PROJECT OVERVIEW

The City of Columbus Nebraska (Customer) is focused on planning for the migration of MS Exchange on premise leveraging a single 2013 server for its +/- 238 e-mail, shared and resource mailboxes to a net new Office 365 tenant. The environment is running on a 2016 domain functional level. Additionally, the Customer is looking to implement Entra AD Premium features, including Conditional Access, Multi-Factor Authentication, Self-Service Password Reset and Single Sign-On.

Sirius is recommending a hybrid migration enabling connectivity from the premise Exchange to Office 365 leveraging a new 2019 Exchange hybrid server. As a part of this engagement we will implement an Entra connect server to replicate the AD accounts to Office 365 from the premise Active Directory.

Customer is looking for assistance from an experienced partner to perform the following:

1. Implement Hybrid Exchange environment and migrate up to 238 accounts to Exchange Online
2. Validate integration to Barracuda for mail conditioning.
3. Implement Entra ID for identity management and test for up to three applications
4. Develop a plan to retire the current premise Exchange environment.
5. Work with the Customer to understand managing 365 as well as providing informational links for Customer learning.

SCOPE OF SERVICES

1. Kickoff Meeting
 - a. Team introductions and a validation of project goals.
 - b. Confirmation of access methods, user accounts and timeline for delivery
 - c. Confirmation of access to Test / Dev environment
 - d. Schedule initial working sessions and create schedule.
2. Review prerequisite resources. Customer will need to provide:
 - a. Entra Connect Server: One (1) non-dedicated virtual or physical server to be used as the Synchronization Server, which runs on a 2019 or newer 64-bit member server:
 - i. It is recommended that a second (non-dedicated) instance of this server be setup. In the event the first server has an issue, services can be disabled and switch quickly to the second instance. Either way, the only loss in functionality of the first server being down is password resets and new user creation in the cloud. Services will be restored when the first server is re-built and synchronized (typically less than 30 minutes).
 - ii. Entra Connect may identify AD borne errors and the Customer will be responsible for clearing these errors; Seller will provide suggestions.
 - b. Hybrid Exchange Server setup and configuration:
 - i. Requires one (1) Dedicated Exchange Server to be created, which is a domain member.
 1. Exchange SE requires 4+ VPU's; 32+ GB of RAM; and 250 – 500 GB of storage.
 2. Seller will provide a link to download Exchange Server 2019:
 3. This server requires method for Backup of log files.
 4. One (1) UC Certificate must be made available/purchased by the Customer; once Seller has configured the Exchange Hybrid Server and has been able to create a UC Certificate request from the Exchange Hybrid Server. This UC Certificate request will then be supplied to the Customer with the required certificate SAN (Subject Alternative Names).
 - ii. Servers will be made available remotely to the engineer with all necessary patches applied:
 - iii. Seller will require Global Admin account and remote access.
3. Entra Connect for Identity access:
 - a. Implement Self-Service Password Reset
 - i. Enable combined SSPR/MFA registration.
 - ii. Configure authentication methods.
 - iii. Configure on-premises password writeback.
 - b. Determine rollout to users and document.

- i. Enterprise App Settings and Controls
 - ii. Review currently enabled Enterprise Applications
 - iii. Review and enable Admin Consent and User Consent permissions
 - iv. Discuss automatic approval versus reviewed approval
 - v. Enable Permission Classifications and review allowed permissions
 - c. Enable Single Sign On
 - i. Review Entra AD SSO capabilities, methods, and requirements.
 - ii. Enable or review Single Sign On for Office 365 plus two (2) applications
 1. Applications to be enabled:
 - a. Office 365
 - b. Barracuda
 - c. TBD
 2. Test SSO with pilot group (if application allows).
 3. Enable for end users.
4. Review and implement Conditional Access
 - a. Review Conditional Access capabilities, conditions, actions, and integrations.
 - b. Plan policies, application, user, and group scopes.
 - c. Configure up to five (5) Conditional Access Policies.
 - i. Enable in Report Only mode to evaluate user impact.
 - ii. Enable for user enforcement.
5. Review and implement External Collaboration and Guest Access
 - a. Review external user security configuration.
 - b. Review guest invitation permissions and workflow.
 - c. Review Guest application access.
6. The Customer is currently relying upon Barracuda (cloud) for mail conditioning. The Seller will work with the Customer to continue this process as accounts are migrated to Office 365.
 - a. It is unlikely that assistance will be required from Barracuda but if it is the Seller will look to the Customer to initiate this support.
7. Seller will complete configuration of the Exchange Hybrid configuration once all prerequisites above are met.
 - a. Hybrid configuration and connection to Office 365 tenant will be tested and validated.
 - b. Verify free/busy information is synchronized between cloud and on-premise environments.
 - c. Work with the Customer to migrate and test <10 mail accounts including user and resource accounts.
8. Seller will provide guidance and knowledge transfer on migrating a beta pilot user group
 - a. Up to 25 users will be migrated to/from Office 365 to demonstrate migration functionality and best practices to customer's internal IT team.
 - b. The Seller will support the Customer, if needed, migrating the remaining users following the pilot group based on organizational readiness.
9. Seller will provide up to 24 hours of post-migration and ad-hoc support.
 - a. Support hours will be provided on the topics covered in this project's scope and related issues.
 - b. Support will be provided only during normal Business Hours as defined below.

PROJECT MANAGEMENT

The project manager will:

1. Keep the teams focused on the scope, activities and desired outcomes of the SOW
2. Serve as the primary contact for Customer
3. Create and maintain the projects schedule
4. Set up and manage the project collaboration site
5. Chair project kick-off, status, and closure meetings

Project management artifacts may include

1. Project Schedule

2. Project Status Reports
3. Project Risk Management and Risks List
4. Project Change Requests (PCRs)
5. Project Completion Report

ADDITIONAL CUSTOMER RESPONSIBILITIES

1. Before any on-site work can begin, Customer must approve Project Schedule
2. Participate throughout the engagement.
3. Provide knowledge resources as requested for information on:
 - a. Existing Active Directory Forests and Domains
 - b. Relevant hardware and network infrastructure, preferences and standards
 - c. Relevant business practices, issues, and goals
4. Any Customer desktop configuration or deployment
5. Customer will be responsible for building and configuring the base configuration of each new server including the following:
 - a. Backup
 - b. Monitoring
 - c. Antivirus
 - d. Any additional services not specifically outlined in the Scope of Services

OUT OF SCOPE

1. No attestation or statement of compliance will be provided
2. Formal training for users, developers or administrators
3. Ongoing support beyond what is specifically stated
4. Configuration of any systems or applications not specifically outlined in the Scope of Services
5. Third-party applications integration.
6. Manual content migration.
7. Technical device troubleshooting
8. Assistance with modifying or troubleshooting custom applications.
9. Any professional services not outlined in the "Project Scope" section of this SOW.

ASSUMPTIONS

1. All project success criteria will be managed through this SOW and subsequent project controls.
2. Solution acceptance is based on this SOW; not any other document or understanding.
3. Sirius reserves the right to feature all aspects of our strategic and creative work, including sketches, work-in-progress designs, and the completed project in our portfolio, promotional materials, and website.
4. All hardware and/or software must be available at the Customer site when Sirius begins work.
5. All professional services will be provided during regular business hours (8 AM to 5 PM, Eastern Time) Monday through Friday, excluding holidays.
6. Additional hours and any associated fees may be added to this contract upon Customer request or project necessity.
7. Any additional tasks and hours, along with any associated fees, will be mutually agreed to by Customer and Sirius and documented in a Project Change Request (PCR).
8. Sirius reserves the right to sub-contract as needed to provide the services identified in this SOW.
9. All Sirius tasks will be performed over consecutive timeframes unless otherwise agreed to in writing by Customer and Sirius.
10. The tasks listed in the Sirius responsibilities section may or may not be completed in the order in which they are listed.
11. Activation of any software licenses does not include configuration, unless otherwise stated in this SOW.
12. Customer understands multiple resources may be used to execute the tasks of this SOW.
13. Customer will provision all required cable runs, such as Ethernet, Fiber Channel, etc., prior to Sirius arriving onsite.
14. Data migration is outside the scope of this project, unless otherwise stated in this SOW.
15. Third-party application installation and configuration of any kind is outside the scope of this project, unless otherwise stated in this SOW.

16. Customer will provide access to the necessary resources, as required during this project, to make it a success.
17. Customer is responsible for any bandwidth that may be required to make this project a success, thus meeting Customer expectations.
18. Relocation services of any kind are outside the scope of this project.
19. The Customer is responsible for any fees, expenses, costs, etc. associated with the cancelling and/or rescheduling of this project.
20. A maintenance window may be required to perform some of the services outlined in this SOW.
21. After-hours work may be required to perform some of the services outlined in this SOW.
22. Some of the services outlined in this SOW may be performed remotely.
23. Customer will provide proper access as required for remote services.
24. For professional services involving Microsoft products, services, etc., please see the Microsoft privacy statement:
 - a. <https://privacy.microsoft.com/en-us/privacystatement>
25. Customer acknowledges that Sirius may earn a Microsoft incentive payment if Customer purchases Microsoft products from Sirius. Furthermore, Customer hereby consents to Sirius receiving any such payment from Microsoft and has no objections in relation thereto.
26. Any solution passwords are the responsibility of the Customer to maintain and update. Sirius does not keep them on file once the engagement has been completed.
27. It is the sole responsibility of Customer to ensure that all critical and necessary data of Customer is protected, backed-up and verified, considering that installations, testing, and verification of application environments and hardware can impact the Customer's environment. This backup/restore should be made and verified prior to the project start date and the arrival of the Sirius Team.

DELIVERABLES

1. Implement and test Entra ID for up to three applications
2. Deployment of Exchange Hybrid functionality.
3. Integrate Barracuda for mail conditioning
4. Migrate mail accounts (+/-238) to Office 365
5. Knowledge transfer during working sessions.
6. Develop a plan to retire the current premise Exchange environment.
7. Work with the Customer to understand managing 365 as well as providing informational links for Customer learning.

TENANT INFORMATION

Please provide your Microsoft domain name and your Azure AD Tenant ID. If you do not have an Office 365 or Azure tenant created yet you may disregard these fields:

Customer Domain Name:	.onmicrosoft.com
Directory ID (Tenant ID):	

14.E. Resolution No. R26-13 approving Nebraska Department of Transportation and City of Columbus Municipal Program agreement for Loup River South Bridges, National Register of Historic Places Section 106 Mitigation. CIP #25-25

DRAFT

RESOLUTION NO. R26-13

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE PROGRAM AGREEMENT BETWEEN THE NEBRASKA DEPARTMENT OF TRANSPORTATION AND THE CITY OF COLUMBUS FOR INSTALLATION OF A BRIDGE MITIGATION DISPLAY STRUCTURE AND DISPLAY IN CONJUNCTION WITH THE COLUMBUS SOUTH BRIDGES PROJECT, PROJECT NO. NH-30-5(131), A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE; AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COLUMBUS.

WHEREAS, the southbound truss bridge over the Loup River in Columbus, Platte County, Nebraska, is a State of Nebraska owned historic Register of Historic Places bridge, and

WHEREAS, the Nebraska Department of Transportation plans to carry out the Columbus South Bridges Project to remove the southbound truss bridge over the Loup River using funds from the Federal Highway Administration, and

WHEREAS, pursuant to 36 CFR 800, regulations implementing Section 106 of the National Historic Preservation Act and the agreed upon related bridge mitigation display structure, and

WHEREAS, the Program Agreement between the Nebraska Department of Transportation and the Nebraska State Historic Preservation Office includes stipulations including responsibilities, and

WHEREAS, Resolution R24-13, dated February 5, 2024, approved the Nebraska Department of Transportation and Nebraska State Historic Preservation Office, Memorandum of Agreement; and

WHEREAS, the Nebraska Department of Transportation agrees to reimburse the City of Columbus for related design, fabrication and installation of the bridge mitigation display structure.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Program Agreement between the Nebraska Department of Transportation and the City of Columbus for installation of a bridge mitigation structure and display in conjunction with the Columbus South Bridges Project, Project No. NH-30-(131), a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Accountability - Dedication
Honesty - Integrity - Respect

MEMORANDUM

DATE: January 14, 2026

TO: Tara Vasicek, City Administrator

FROM: Richard J. Bogus, City Engineer

RE: Program Agreement between Nebraska Department of Transportation and City of Columbus, Columbus South Bridges, National Historic Preservation Act, Section 106 Mitigation Structure

RECOMMENDATION:

I recommend approval and signing of the Program Agreement between the Nebraska Department of Transportation (NDOT) and City of Columbus regarding the implementation of the Nebraska Historic Preservation Act (NHPA) Section 106 Mitigation Structure as administered by the Nebraska State Historic Preservation Office (SHPO).

DISCUSSION:

The NDOT replacement of the Loup River south truss bridge on the Register of Historic Places requires a mitigation measure. Resolution R24-13 approved the mitigation to be the installation of a bridge display and associated interpretive panels.

Program Agreement No. VL2504 provides the City ownership, maintenance, and minimum duration of mitigation; City and NDOT responsibilities; and reimbursement.

FISCAL IMPACT:

The NDOT will reimburse the City of design, construction and installation upon completion and acceptance.

ALTERNATIVE:

None. Resolution R24-13 approved the NDOT-SHPO Memorandum of Agreement.

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]

MUNICIPALITY PROGRAM AGREEMENT

STATE OF NEBRASKA,
DEPARTMENT OF TRANSPORTATION
CITY OF COLUMBUS
PROJECT NO. NH-30-5(131)
CONTROL NO. 31983

THIS AGREEMENT is between the State of Nebraska Department of Transportation ("State"), and the City of Columbus, a municipal corporation of the State of Nebraska ("City"), collectively referred to as the "Parties".

WITNESSETH,

WHEREAS, the southbound truss bridge ("Bridge") over the Loup River in Columbus, Platte County, Nebraska (S030 3773L; NHRSI# PTOO-068) is a state-owned historic (National Register of Historic Places [NRHP]-listed) bridge; and,

WHEREAS, the State demolished the Bridge using funds from the Federal Highway Administration (FHWA); and,

WHEREAS, demolition of the bridge constitutes an adverse effect under Section 106 of the National Historic Preservation Act (NHPA) which requires mitigation; and,

WHEREAS, the State, the City and the Nebraska Historic Preservation Office (SHPO) agreed that mitigation of the adverse effect to the Bridge shall be accomplished by installation of a recreation of one of the Bridge trusses and associated interpretive panel ("Project") within the City owned Pawnee Park ("Park"), as shown on Exhibit "A", and

WHEREAS, the City will be solely responsible for the design, fabrication and installation of the Project, and

WHEREAS, the Parties understand that Project documents may be subject to Nebraska's Public Records Act, (Neb. Rev. Stat. §§ 84-712 et seq., and this Agreement may be posted to a publicly accessible database of State agreements pursuant to the requirements of Neb.Rev.Stat. § 84-602.04.

WHEREAS, the City and State agree to work cooperatively with each other to facilitate completion of the Project; and

WHEREAS, the City has authorized the Mayor to sign this Agreement, as evidenced by the Resolution, as shown on Exhibit "C"; and

NOW THEREFORE, in consideration of these facts and the mutual promises set out herein, the Parties agree as follows:

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 *Effective Date*** -This Agreement is effective immediately on the date it is fully executed by the Parties. The Mayor has been authorized by the City to execute this Agreement on behalf of City, as evidenced by the Resolution, attached as Exhibit “C” and incorporated herein by this reference.
- 1.2 *Renewal, Extension or Amendment*** -This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 1.3 *Identifying Date*** - For convenience, this Agreement’s identifying date will be the date State signed the Agreement.
- 1.4 *Duration*** – All obligations of City under this Agreement that are ongoing or long-term, including but not limited to ongoing maintenance obligations, will remain in full force and effect and survive the completion of the design and construction obligations for a period of 10 years as required by the Memorandum of Agreement (VL2401) attached as Exhibit “D” and incorporated herein by reference, signed by the Parties and the Nebraska State Historic Preservation Office.

SECTION 2. DESCRIPTION OF THE WORK

Generally, the Project will include the following work: design, fabrication, and installation of a recreation of one of the Bridge trusses and associated interpretive panel within the City owned Pawnee Park, as shown on Exhibit “A”.

SECTION 3. CITY’S RESPONSIBILITIES

- 3.1 *Project Development.*** The City will deliver a State and SHPO accepted and approved Project which meets requirements to mitigate for State’s adverse effect to the Bridge.
- 3.2 *Project Design Plans.*** The City will be responsible for the development of the design plans and specifications for the Project.
 - 3.2.1 *Licensed Professional Engineer.*** The Project design must be completed by City under the direct supervision of an Engineer, registered to practice engineering in the State of Nebraska, who has experience designing

projects of this type in Nebraska. The final plans and specifications shall be sealed and signed by such licensed Engineer.

3.2.2 Plan Review Submittal. City will present to State's Section 106 Team Lead for review the Project design plans and specifications at each of the following stages of plan development: 30 percent, and final. City agrees to make its best efforts to consider and resolve all concerns raised by the State concerning the design, specifications, and project details. City may not proceed to a bid letting for the project until the State's comments and concerns with the plans have been considered and resolved in a manner found by State to be appropriate.

- 3.3 Technical Review.** The City shall be responsible for obtaining United States Army Corps of Engineers (USACE) Section 408 Technical Review.
- 3.4 Project Schedule.** The Project Schedule shall conform to any requirements in the MOA, signed by the parties and attached as Exhibit "D", and any other requirements found in this Agreement.
- 3.5 Construction.** City will complete or cause the Project to be constructed in strict compliance with the final plans, specifications and other Project contract documents.
- 3.6 Construction Engineering.** City will be solely responsible for the construction engineering and inspection for the Project.
- 3.7 Notice of Project Completion.** City will notify the State's Section 106 Team Lead in writing of the completion of the Project for inspection by State. This notice of completion shall be accompanied by a certification that is stamped and sealed by the Professional Engineer supervising the construction of the work, certifying that the work was accomplished in compliance with the final plans, the specifications, and the construction contract.
- 3.8 Invoicing.** City will submit an invoice to State upon completion of the Project, that includes City's calculation of the construction cost of City's Project and the calculation of State's share. Upon request, City will provide detailed cost information for City's Project, so that State can review City's cost calculation.

SECTION 4. OWNERSHIP, MAINTENANCE, AND DURATION OF MITIGATION

- 4.1 Ownership:** The Project shall be the property of the City.
- 4.2 Repair and Maintenance Responsibilities:** City shall be responsible for all maintenance and upkeep of the completed Project, at City's cost.
- 4.3 Duration of Mitigation Installation:** City shall ensure that the Project is in good repair and is accessible to the public for a period of ten (10) years, at City's cost.

SECTION 5. STATE'S RESPONSIBILITIES

- 5.1** State will provide City, with timely review of its plans for the Project State will provide its comments to the City's design plans and will work with the City to resolve any disagreements concerning the development, design, and construction of the Project.
- 5.2** State has a right, but not a duty, to inspect the completed work or phases of the work completed by the City under this Agreement. A decision on the part of State not to inspect the work throughout the course of construction does not relieve City of the responsibility to complete the work in accordance with the approved plans and specifications.
- 5.3 Final Acceptance by State.** State shall provide a certification that the invoiced work has been performed according to this Agreement.
- 5.4** Upon receipt of invoices, NDOT shall make payment to City of actual costs with forty-five (45) days or after approval of work by NDOT up to the maximum reimbursement amount of \$ 204,590 as shown in Exhibit "B". That estimated costs of the Project contemplated under this Agreement to be reimbursed by State are shown in Exhibit "B" attached and made a part of this Agreement by this reference. The reimbursement amount will be paid to City upon receipt of:
 - 5.4.1** A final billing invoice/request for reimbursement which sets forth a final accounting of all eligible expenses incurred to complete the Project; and
 - 5.4.2** A full and complete copy of the as-built plans.
- 5.5** To respond in a timely manner to requests for review of plan changes and reviews of the work.

SECTION 6. LIABILITY

City and State agree to each be responsible and liable for their own negligence arising out of duties set out in this Agreement and the work on the Project described herein. City represents that it has reviewed whether it should acquire any additional insurance to protect itself from potential liability related to the work under this Agreement, and when deemed to be necessary, City has done so. It is understood that State has no duty to oversee, inspect, observe, supervise, review or approve City's work under this Agreement, and City agrees to not make any claims against State asserting claims of passive negligence on the part of the State related to City's duties under this Agreement. The Parties agree to cooperate with each other and to work together to attempt to resolve any disagreements concerning claims of negligence or potential liability.

SECTION 7. FAIR EMPLOYMENT PRACTICES ACT

City agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. §§48-1101 through 48-1126.

SECTION 8. SEVERABILITY

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

SECTION 9. COMPLETENESS

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

[Remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by City this _____ day of _____, 2025.

WITNESS:

City of Columbus

Clerk

Mayor

EXECUTED by State this _____ day of _____, 2025.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Kyle G. Keller, P.E.

Project Development Engineer

RECOMMENDED:
Kevin Domogalla, P.E.

District 3 Engineer

03

Project Overview

Exhibit "A"



Attachment B-1 - Price Breakdown

Project: Columbus Loup River Bridge Mitigation

Location: Columbus, NE

Date: July 23, 2025

Bidder Name: CL Construction, Lincoln, NE

Bidder Representative: Alan Steiner



GENERAL REQUIREMENTS / CONSTRUCTION INDIRECTS

Item	Description	Bid Quantity	Unit of Measure	Total	
				Labor/Equip/Matl	
				(\$)	
1.01	Mobilization / Demobilization	1	LS	\$	7,500.00
1.02	Project Management	1	LS	\$	4,000.00
1.03	Traffic Management	1	LS	\$	1,000.00
1.04	Material Management	1	LS	\$	500.00
1.05	P&P Bond	1	LS	\$	1,000.00
1.06	Construction Indirects	1	LS	\$	10,000.00
1.07	3rd Party Testing (Concrete)	1	LS	\$	5,000.00
GENERAL REQUIREMENTS / CONSTRUCTION INDIRECTS SUBTOTAL				\$	29,000.00

SITE PREPARATION / MAINTENANCE

Item	Description	Bid Quantity	Unit of Measure	Total	
				Labor/Equip/Matl	
				(\$)	
2.01	Survey/Layout - Benchmarking	1	LS	\$	1,500.00
2.02	Material Laydown Yard	1	LS	\$	900.00
2.03	Sidewalk Subgrade Preparation (6" per Typical Drawings)	1	LS	\$	2,000.00
2.04	Excavation & Hauloff	1	LS	\$	2,250.00
2.05	Site Access	1	LS	\$	7,000.00
SITE PREPARATION / MAINTENANCE SUBTOTAL				\$	13,650.00

FOUNDATION / CONCRETE

Item	Description	Bid Quantity	Unit of Measure	Total	
				Labor/Equip/Matl	
				(\$)	
3.01	Furnish-Install 6" PCC Sidewalk Foundations (4,000 psi)	89	SQ. YDS	\$	15,130.00
3.02	Furnish-Install 6" Imprinted Concrete Sidewalk Foundations (4,000 psi)	30	SQ. YDS	\$	5,415.00
3.03	Furnish-Install Rebar (60 ksi)	1	LS	\$	2,300.00
3.04	Furnish-Install Sidewalk Coatings for Imprinted Concrete (SikaColor -100P U49 Deep Charcoal Integral color or approved equal)	1	LS	\$	1,700.00
3.05	Sidewalk Stamping for Imprinted Concrete (Standard Brick Pattern; Longer Brick Length Perpendicular to the Adjacent Main Paving)	1	LS	\$	3,100.00
3.06	Furnish-Install Temporary Walkway for Pedestrian Walking & Biking	1	LS	\$	7,250.00
CONCRETE / ASSEMBLE / ERECT SUBTOTAL				\$	34,895.00

METAL / STEEL				
Item	Description	Bid Quantity	Unit of Measure	Total
				Labor/Equip/Matl (\$)
4.01	Furnish and Install Steel (ASTM A709 Grade 50W)	1	LS	\$ 65,000.00
4.02	Furnish and Install Steel (Galvanized ASTM A7009 Grade 50)	1	LS	\$ 22,500.00
STEEL / ERECT SUBTOTAL				\$ 87,500.00
RECLAMATION / REPAIR				
Item	Description	Bid Quantity	Unit of Measure	Total
				Labor/Equip/Matl (\$)
6.01	Existing Utility Relocations (3rd Party Work by Others)	1	LS	\$ -
RECLAMATION / REPAIR SUBTOTAL				\$ -
TOTAL				
			TOTAL	\$ 165,045.00

To: Danny Rotert
Burns & McDonnell
9400 Ward Parkway
Kansas City, MO 64114

Account Executive: Linda Peters
ID #: 1854382.01

Phone#: 816-457-1115 Fax#:

Tag Name:

Part Number	Qty	Description	Each	Ext
E18-10	2	1/8" Exterior CHPL Graphic. Panel Size: 30"H x 48"W.	683.00	1,366.00
NPSG-3048-C45	2	NPS Style Double Cantilever Pedestal (45 Degree). - Graphic: 30"H x 48"W. Black Powder Coated Aluminum. - In-Ground Mount. (Surface Mount available).	1,419.00	2,838.00
99810	1	COLOR SAMPLE: (8" x 10" x 1/8") CHPL. Created from Client Provided File. -Used in production for color matching and resolution. -Cost includes shipping Sample. See File Prep Guide for More Information.	40.00	40.00
LT20		20-Day Lead Time From All Final Approvals (Business Days)	0.00	0.00
....		Shipping not included.	0.00	0.00

All FOSSIL graphics feature 12-Color HD Printing and our Fossilized Surface®.

Subtotal: \$4,244.00

Digital files must conform to Fossil File Prep Guidelines (FossilGraphics.com)
Electronic layout proofs provided at no charge.

Subtotal: 4,244.00

Features are indicated in Part Numbers:

"-P" = Custom Shape; "-T" = Threaded Inserts; "-D" = Double Sided; "-H" = Holes; "MURAL" - Indicates panels built to go directly beside another panel.

Shipping:

0 %Tax: 0.00

TOTAL: \$4,244.00

Shipping and Packing will be added to your final invoice.

Quote valid 90 days. Order produced under our standard Terms and Conditions of Sale (FossilGraphics.com/terms). For installation info or to determine best thickness of graphic to meet your requirements (FossilGraphics.com/guide).

Deposit Due: 2,546.00

After Delivery Amount Due 1,698.00

TERMS: 60% Deposit / Balance Net 10 After Delivery

Please sign as your authorization to produce: _____ / / _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE NEBRASKA DEPARTMENT OF TRANSPORTATION
AND THE NEBRASKA STATE HISTORIC PRESERVATION OFFICE
REGARDING THE COLUMBUS SOUTH BRIDGES PROJECT
PROJECT NUMBER NH-30-5(131)
CONTROL NUMBER 31983**

WHEREAS, the southbound truss bridge over the Loup River in Columbus, Platte County, Nebraska (S030 3773L; NHRSI# PTOO-068) is a state-owned historic (National Register of Historic Places [NRHP]-listed) bridge; and,

WHEREAS, the Nebraska Department of Transportation (NDOT) plans to carry out the Columbus South Bridges Project to remove the southbound truss bridge over the Columbus Loup River (S030 3773L; NHRSI# PT00-068) (the Project), to repair the deck and rail of the northbound bridge (not NRHP Eligible) over the Loup River (S030 3773R) on US-30/US-81, and to replace the southbound portion of the Pawnee Park Drive underpass (S030 37787) using funds from the Federal Highway Administration (FHWA) (Attachment A: Exhibit 1); and,

WHEREAS, NDOT has determined that the deteriorated physical condition of this bridge does not make it suitable to use in place; to make available for an alternative use; to relocate; or to market the bridge to a third party; and,

WHEREAS, FHWA has assigned to NDOT the responsibility for project-level environmental reviews including Section 106 reviews on certain Federal Aid Highway Program-funded Categorical Exclusions (CE Assignment) in accordance with Title 23 USC 326 as outlined in the First Renewed Memorandum of Understanding (326 MOU); and

WHEREAS, NDOT is leading both the Section 106 of the National Historic Preservation Act (NHPA) and National Environmental Policy Act (NEPA) compliance and approval processes under NEPA Assignment regarding the Project; and

WHEREAS, pursuant to 36 CFR 800, regulations implementing Section 106 of the NHPA (54 USC § 306108), *Protection of Historic Properties*, NDOT is required to take into account the effects of Federal undertakings on properties included in, or eligible for inclusion in, the NRHP; and

WHEREAS, NDOT has defined the undertaking's Physical Area of Potential Effects (APE) as an area comprising approximately 22 acres to accommodate right-of-way acquisition, construction of a shared use transportation path, contractor access, and installation of Section 106 related bridge mitigation display structure within Pawnee Park (Stipulation II), including a buffer to account for visual effects (Attachment A: Exhibit 2); and,

WHEREAS, NDOT has consulted with the Nebraska State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800 and determined that the undertaking will have an adverse

Exhibit "D"

effect on the NRHP-listed Columbus Loup River Bridge (S030 37773L, NHRSI # PT00-068), and the determination is included in a letter dated March 3, 2022; and,

WHEREAS, NDOT provided the public with the opportunity to comment on the undertaking as part of the NEPA compliance process, including at stakeholders' meetings (August 12, 2020; November 5, 2020), a public meeting (November 9, 2021), and a consulting party meeting (June 22, 2022); and,

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), NDOT notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP declined to participate on February 9, 2023; and

WHEREAS, NDOT determined the following Federally-recognized Indian tribes may have interest in the undertaking and invited them to participate in Section 106 consultation in letters dated March 29, 2022: the Iowa Tribe of Kansas and Nebraska, the Ponca Tribe of Nebraska, and the Pawnee Nation of Oklahoma; and,

WHEREAS, the Iowa Tribe of Kansas and Nebraska declined to participate on March 11, 2022, and the Pawnee Nation determined the project would not affect the nation's cultural landscape on April 11, 2022. The Ponca Tribe of Nebraska did not respond to the request to participate in consultation; and,

WHEREAS, NDOT invited additional potential consulting parties to participate in Section 106 consultation including: the Platte County Historical Society, the Lower Loup Natural Resources District, the City of Columbus, the United States Army Corps of Engineers (USACE), and the Nebraska SHPO pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the NHPA (54 U.S.C. § 306108); and,

WHEREAS, the Platte County Historical Society, the Lower Loup Natural Resources District, the City of Columbus, the USACE, and SHPO, accepted the invitation and participated in the consultation regarding the effects of the undertaking on historic properties in a consulting parties' meeting held on June 22, 2022; and,

WHEREAS, it has been agreed by SHPO and the Consulting Parties that mitigation of the adverse effect to the Loup River Bridge shall be accomplished by installation of a bridge mitigation display structure and associated interpretive panel; and

WHEREAS, installation of the Section 106 related bridge mitigation display structure is a federally reimbursable project cost; and

WHEREAS, NDOT agrees to reimburse the City of Columbus for related design, fabrication and installation of the bridge mitigation display structure; and

WHEREAS, the City of Columbus and SHPO are Signatories to this document; and,

NOW, THEREFORE, NDOT, SHPO, and the City of Columbus agree that the undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on historic properties.

STIPULATIONS

I. RESPONSIBILITIES

The following section identifies the responsibilities of NDOT, the City of Columbus and SHPO in complying with this Agreement.

I. NDOT RESPONSIBILITIES

1. NDOT shall record the bridge to include the following information:
 - a) Digital photographs of the bridge prior to any demolition activity at the site. Photographs shall be numbered and labeled according to NRHP standards and include at a minimum the following images:
 - (1) Images of the structural components of the bridge including but not limited to the superstructure, substructure, floor system, and approach spans.
 - (2) Images of the setting and surrounding area, including landscape and highway to place the bridge into a geographical context.
 - (3) Images of the traveling surface of the bridge itself.
 - b) A site plan including US-30, the Loup River, the bridge and its proximity to Pawnee Park and the City of Columbus.
 - c) A photo key to identify the location of digital images.
 - d) A narrative description of the bridge documenting the current condition.
 - e) An index and copies of pertinent documents identifying the evolution of the project including the historic bridge inventory form, the alternatives analysis, the structural deficiency report, and any and all appropriate correspondence and supporting documentation.
 - f) One (1) electronic copy of the recordation package shall be submitted for storage at NDOT and one (1) at SHPO.
2. NDOT shall review and approve design of the truss recreation installation and the interpretive content, including panel placement, size, and layout at 60% and Final design.
 - a) NDOT shall respond within 30 days of submittal(s).
3. NDOT shall facilitate consultation with SHPO.

B. CITY OF COLUMBUS RESPONSIBILITIES

1. The City of Columbus shall coordinate design, construction, and installation of a re-creation of one of the historic bridge trusses within the City of Columbus-owned Pawnee Park.
 - a) The installation will be comprised of abutted truss ends erected west of the Pawnee Park West Shelter located on the south side of Pawnee Park Drive over an existing walking path (Attachment A: Exhibit 3). The

abutted truss ends will be smaller in scale and be designed to meet current trail design criteria.

b) The installation will include an interpretive panel or panels containing historic photographs, maps, graphics, and text (as relevant) relating the history of the bridge and describing its significance.

c) Design of the truss recreation installation and the interpretive content, including panel placement, size, and layout, will be provided in draft form to NDOT, the Nebraska SHPO, and other consulting parties, who will be provided 30-days to comment.

d) The installation and panel content will clearly indicate that the truss is a re-creation constructed of all original materials and that it does not include anything salvaged from the historic bridge.

2. The City of Columbus shall obtain any necessary permits and permissions to install the bridge mitigation display structure

3. Upon completion of the Project, the City of Columbus agrees to be the sole owner of the bridge mitigation display structure and the interpretive panel and shall provide routine maintenance and care.

4. The City of Columbus agrees that the bridge mitigation display structure and the interpretive panel will be made available in this setting for a minimum of 10 years.

5. The City of Columbus shall be responsible for ongoing maintenance of the bridge mitigation display structure.

C. SHPO RESPONSIBILITIES

1. SHPO shall review and approve design of the truss recreation installation and the interpretive content, including panel placement, size, and layout at 60% and Final design.

a) SHPO shall respond within 30 days of submittal(s).

I. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, NDOT may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VII below.

II. POST-REVIEW DISCOVERIES

If properties are discovered after project construction begins that may be historically significant, or unanticipated effects on historic properties are found, NDOT shall follow Stipulation X (C) of the *Programmatic Agreement Among The Federal Highway Administration, The Nebraska State Historic Preservation Officer, The Advisory Council on Historic Preservation And The Nebraska Department of Transportation to Satisfy the Requirements of Section 106 for the Federal-Aid Highway Program in the State of Nebraska* (Attachment B).

III. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, NDOT shall provide all parties to this MOA a summary report detailing work

undertaken pursuant to its terms. The summary report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in NDOT's efforts to carry out the terms of this MOA. If the stipulations identified herein are carried out prior to the yearly anniversary, then no reporting is required.

IV. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, NDOT shall consult with such party to resolve the objection. If NDOT determines that such objections cannot be resolved, NDOT will:

A. Forward all documentation relevant to the dispute, including the NDOT's proposed resolution, to the ACHP. The ACHP shall provide NDOT with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, NDOT shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories, and concurring parties, and provide them with a copy of this written response. NDOT will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30)-day time period. NDOT may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, NDOT shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA and provide them and the ACHP with a copy of such written response.

C. NDOT's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

V. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VI. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation VII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

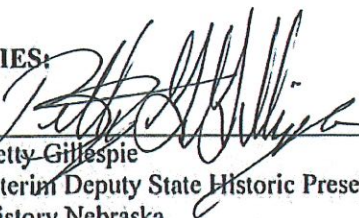
Once the MOA is terminated, and prior to work continuing on the undertaking, NDOT must either (a) execute an MOA pursuant to 36 CFR Section 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR Section 800.7. NDOT shall notify the signatories as to the course of action it will pursue.

Exhibit "D"

Execution of this MOA by the NDOT and Nebraska SHPO and implementation of its terms is evidence that NDOT has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.


Columbus South Bridges
Project No. NH-30-5(131), CN 31983

SIGNATORIES:



Betty Gillespie
Interim Deputy State Historic Preservation Officer
History Nebraska

2/23/24
Date



Vicki Kramer
Director
Nebraska Department of Transportation

2/28/24
Date



James B. Bulkley
Mayor
City of Columbus, Nebraska

2/5/24
Date

RESOLUTION NO. R24-13

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE NEBRASKA DEPARTMENT OF TRANSPORTATION AND THE NEBRASKA STATE HISTORIC PRESERVATION OFFICE FOR INSTALLATION OF A BRIDGE MITIGATION DISPLAY STRUCTURE IN CONJUNCTION WITH COLUMBUS SOUTH BRIDGES PROJECT NO. NH-30-5(131), CONTROL NUMBER 31983, 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.

WHEREAS, the southbound truss bridge over the Loup River in Columbus, Platte County, Nebraska, is a State of Nebraska owned historic Register of Historic Places bridge; and

WHEREAS, the Nebraska Department of Transportation plans to carry out the Columbus South Bridges Project to remove the southbound truss bridge over the Loup River using funds from the Federal Highway Administration; and

WHEREAS, pursuant to 36 CFR 800, regulations implementing Section 106 of the National Historic Preservation Act and the agreed upon related bridge mitigation display structure; and

WHEREAS, the Memorandum of Agreement between the Nebraska Department of Transportation and the Nebraska State Historic Preservation Office includes stipulations including responsibilities; and

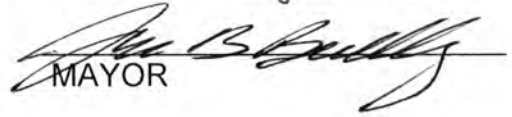
WHEREAS, the Nebraska Department of Transportation agrees to reimburse the City of Columbus for related design, fabrication, and installation of the bridge mitigation display structure.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that the Memorandum of Agreement between the Nebraska Department of Transportation and the Nebraska State Historic Preservation Office for installation of a bridge mitigation display structure in conjunction with Columbus South Bridges Project, Project No. NH-30-(131), Control Number 31983, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

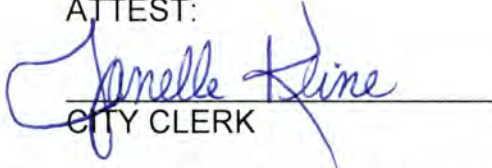
This resolution shall repeal all resolutions or portions thereof in conflict herewith.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS 5th DAY OF February, 2024.


MAYOR

ATTEST:


CITY CLERK



APPROVED AS TO FORM:


CITY ATTORNEY

Exhibit "D"

ATTACHMENT A - EXHIBITS

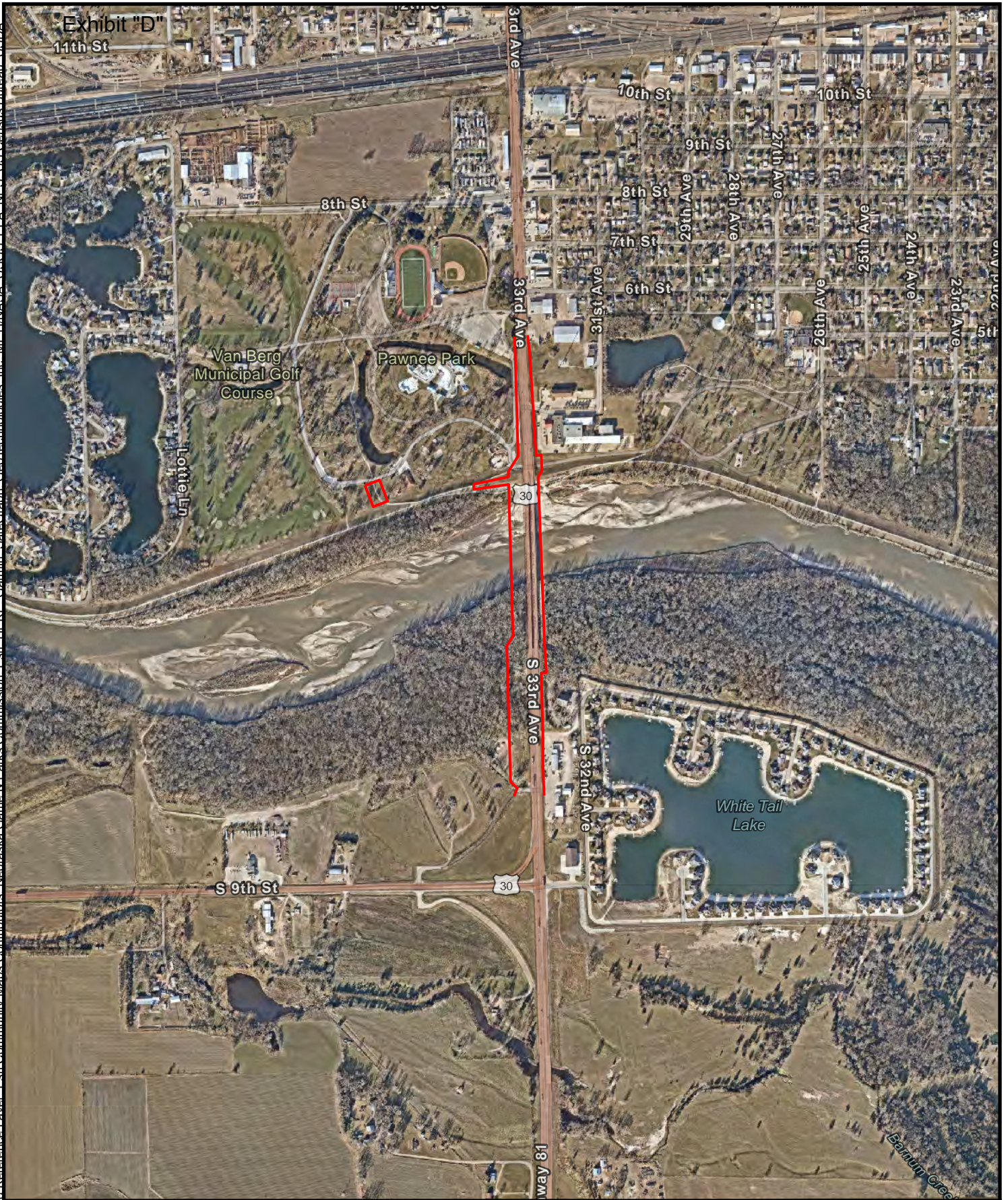
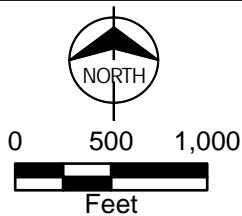


Exhibit "D"

— Project Limits



NEBRASKA
DEPT. OF TRANSPORTATION

Attachment 1: Exhibit 1
Project Overview
Columbus South Bridges
NDOT
Platte County, Nebraska

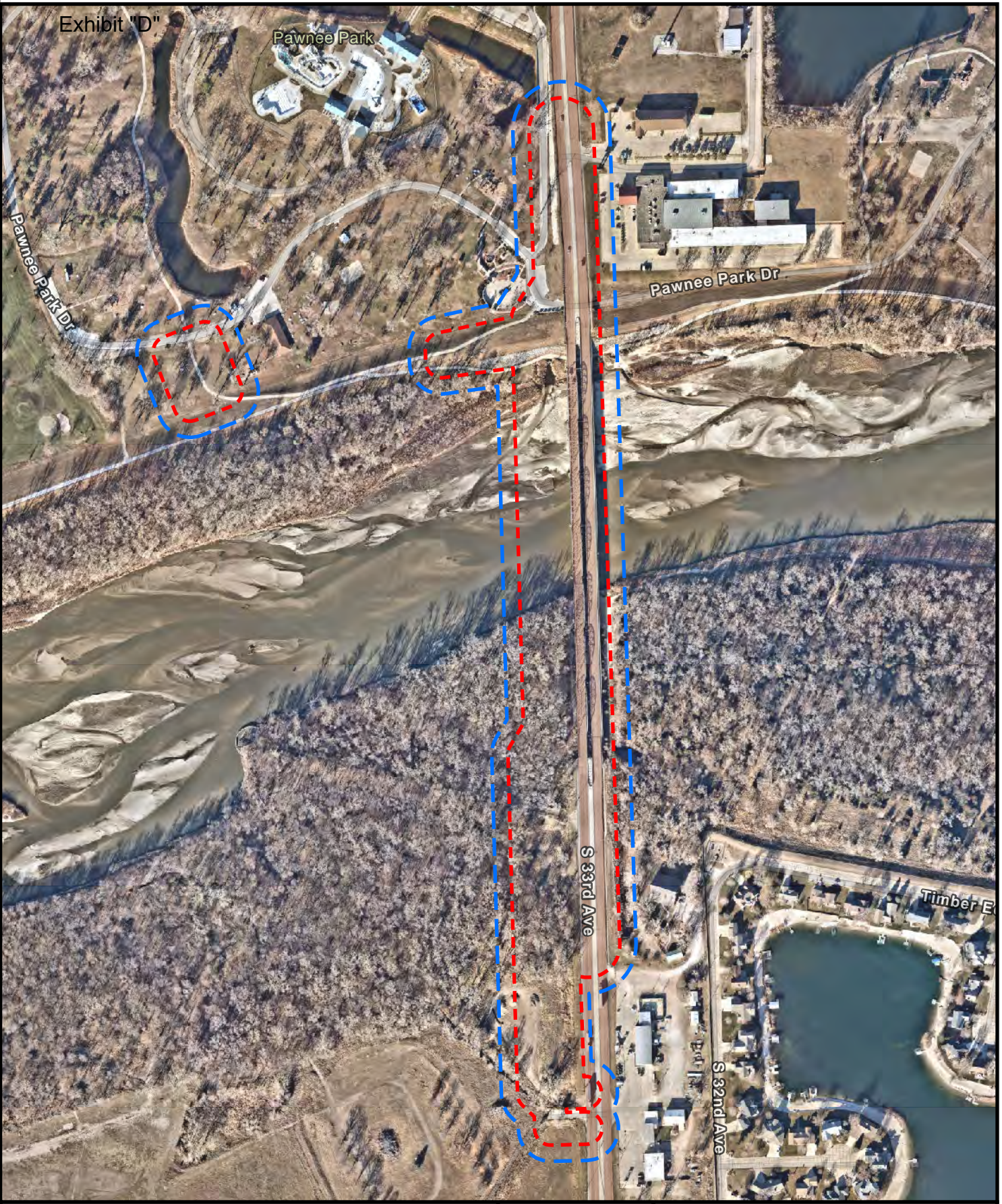


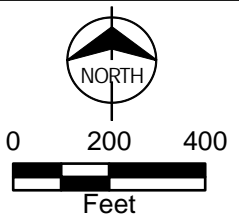


Exhibit "D"

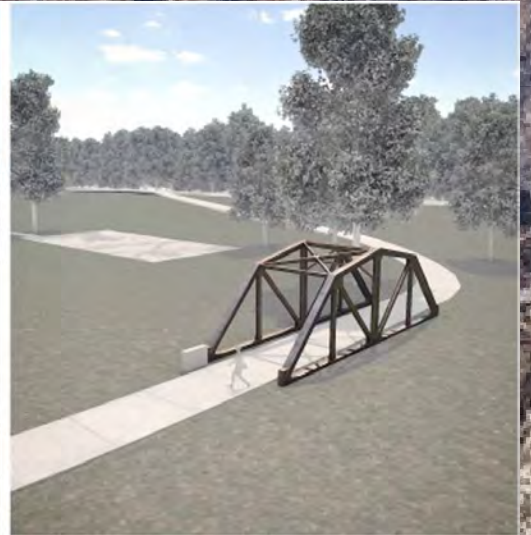
-  Physical APE
-  Non-Physical APE



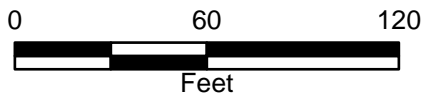
Attachment 1: Exhibit 2
Project APES
Columbus South Bridges
NDOT
Platte County, Nebraska

Exhibit "D"

Pawnee Park Dr



— Temporary Limits of Construction



NEBRASKA
DEPT. OF TRANSPORTATION

Attachment 1: Exhibit 3
Truss Recreation Rendering
Columbus South Bridges
NDOT
Platte County, Nebraska

Exhibit "D"

ATTACHMENT B

**NEBRASKA FAHP STATEWIDE
PROGRAMMATIC AGREEMENT**

**PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE NEBRASKA STATE HISTORIC PRESERVATION OFFICER,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND THE NEBRASKA DEPARTMENT OF TRANSPORTATION
TO SATISFY THE REQUIREMENTS OF SECTION 106
FOR THE FEDERAL-AID HIGHWAY PROGRAM
IN THE STATE OF NEBRASKA**

WHEREAS, the Federal Highway Administration (FHWA), the Nebraska State Historic Preservation Office (SHPO), the Advisory Council on Historic Preservation (ACHP) and the Nebraska Department of Transportation (NDOT) enter into this Programmatic Agreement (Agreement) pursuant to 36 CFR §800.14(b)(1); and

WHEREAS, FHWA provides funding assistance to NDOT through the Federal-aid Highway Program (FAHP), which is subject to Section 106 of the National Historic Preservation Act of 1966 (NHPA), as amended [54 United States Code (USC) 306108] and its implementing regulations at 36 CFR Part 800, generally and collectively referred to throughout this Agreement as "Section 106"; and

WHEREAS, NDOT administers FAHP-funded undertakings throughout the State of Nebraska as authorized by Title 23 USC 302 and Nebraska Revised Statute §39-1305 et al.; and

WHEREAS, FHWA and NDOT have determined that implementation of the FAHP in Nebraska may have an effect upon properties included in, or eligible for inclusion in the National Register of Historic Places (NRHP), hereafter referred to as historic properties, and has consulted with the SHPO and the ACHP pursuant to 36 CFR §800.14(b); and

WHEREAS, Title 23 USC Section 326 (23 USC 326) allow the U.S. Department of Transportation (USDOT) Secretary, acting through FHWA, to assign certain responsibilities for environmental review and compliance with the National Environmental Policy Act of 1969 (NEPA), Section 106, and other Federal environmental laws to a State Department of Transportation through a Memorandum of Understanding (MOU), with assignment of such responsibilities referred to throughout this Agreement generally as "**CE Assignment**"; and

WHEREAS, FHWA has assigned to NDOT the responsibility for project-level environmental reviews including Section 106 reviews on certain FAHP-funded Categorical Exclusions (CE Assignment) in accordance with Title 23 USC 326 as outlined in the First Renewed Memorandum of Understanding (326 MOU); and

WHEREAS, either FHWA or NDOT will serve as "lead Federal agency" for Section 106 responsibilities for purposes of compliance and having the authority to commit the agency to

Exhibit "D"

any obligation it may assume under this Agreement, dependent upon whether the project or action at issue is a Project Assigned; and

WHEREAS, for Projects Not Assigned, FHWA Division is the lead Federal agency and the FHWA Division Administrator is the Agency Official for the FAHP-funded projects not assigned under the 326 MOU, and is a signatory to this Agreement; and

WHEREAS, for Projects Assigned, NDOT is deemed to be the lead Federal agency and the NDOT Director is the Agency Official for the purposes of compliance with 36 CFR Part 800 for FAHP-funded projects, and is a signatory to this Agreement; and

WHEREAS, the responsibilities of SHPO under Section 106 are to advise, assist, review, and consult with Federal agencies as they carry out their historic preservation responsibilities and to respond to Federal agencies' requests within a specified period of time, has participated in the development of this Agreement and has been invited to be a signatory to this Agreement; and

WHEREAS, FHWA and NDOT have invited ACHP to participate in development of this Agreement pursuant to 36 CFR §800.14(b) and the ACHP accepted this invitation in a letter dated October 8, 2020; and

WHEREAS, pursuant to the consultation conducted under 36 CFR §800.14(b), the signatories have developed this Agreement in order to establish an efficient and effective program alternative for taking into account the effects of the FAHP on historic properties in Nebraska and for affording the ACHP a reasonable opportunity to comment on undertakings covered by this Agreement; and

WHEREAS, FHWA and NDOT have solicited public participation from Nebraska Association of Professional Archeologists, the Nebraska Archeology Society, Restoration Exchange Omaha and Preservation Association of Lincoln, Federal and State agencies, Certified Local Governments (CLG's) (Appendix A) about this Agreement, has requested their comments, and has taken any comments received into account; and

WHEREAS, FHWA and NDOT recognize that FHWA has a unique legal relationship with Tribes established in the Constitution of the United States, treaties, statutes, and court decisions, and therefore, and regardless of whether a Project is assigned, consultation with a Tribe must recognize the government to government relationship between the federal government and the Tribes; and

WHEREAS, NDOT, FHWA, SHPO, and ACHP acknowledge that Tribes possess special expertise in assessing the NRHP eligibility of properties with tribal religious and cultural significance pursuant to 36 CFR §800.4(c)(1); and

WHEREAS, this Agreement shall not apply to undertakings that occur on or affect tribal lands as they are defined in 36 CFR §800.16(x). Tribal lands are all lands within the exterior boundaries of any Indian reservation and all dependent Indian communities. For such undertakings, NDOT shall follow the procedures in 36 CFR Part 800; and

Exhibit "D"

WHEREAS, FHWA and NDOT have notified any federally recognized Indian tribes (Appendix B) (Tribes) that attach religious and cultural significance to historic properties that may be affected by an undertaking in Nebraska about this Agreement, has requested their comments, and has taken any comments received into account; and

WHEREAS, this Agreement shall replace the 2015 Programmatic Agreement Among The Federal Highway Administration, The Nebraska State Historic Preservation Officer, The Advisory Council on Historic Preservation And The Nebraska Department of Roads to Satisfy the Requirements of Section 106 for the Federal-aid Highway Program In the State of Nebraska, as amended (2020, 2021); and

WHEREAS, FHWA, SHPO, ACHP and NDOT are collectively referred to herein as the "signatories" or individually as "signatory"; and

NOW, THEREFORE, FHWA, SHPO, ACHP, and NDOT agree that the FAHP in Nebraska shall be carried out in accordance with the following stipulations in order to take into account the effects of the FAHP on historic properties in Nebraska and that these stipulations shall govern compliance of the FAHP with Section 106 of the NHPA until this Agreement expires or is terminated.

STIPULATIONS

FHWA and NDOT shall ensure that the following measures are carried out:

To aid the signatories of this Agreement, the stipulations are organized in the following order:

- I. Applicability and Scope
- II. Definitions
- III. Professional Qualification Standards
- IV. Rights and Responsibilities
- V. Consultation with Tribes
- VI. Participation of Other Consulting Parties and the Public
- VII. Project Review
- VIII. The Section 106 Process
- IX. Emergency Situations
- X. Post-Review Discoveries
- XI. Treatment of Human Remains
- XII. Administrative Stipulations

I. APPLICABILITY AND SCOPE

A. This Agreement shall apply to all FAHP NDOT-administered projects in Nebraska and sets forth the process that will be met to ensure compliance under Section 106.

1. For Projects Not Assigned to NDOT, FHWA is the lead Federal agency;

Exhibit "D"

2. For Projects Assigned to NDOT, NDOT is deemed to be the lead Federal agency.

B. FHWA and NDOT establish through this agreement three tiers of project review, dependent upon the type of effects to historic properties.

1. Tier I Project Review: Tier I projects are defined as having no potential to affect historic properties as defined under 36 CFR §800.3(a)(1) and must meet the criteria outlined in Stipulation VII.A.

2. Tier II Project Review: Tier II projects are defined as having the potential to affect historic properties but following screening by the NDOT Professionally Qualified Staff (NDOT PQS, defined below) will be determined not to require case-by-case review by, or consultation with SHPO. NDOT will support and document a finding of *no historic properties affected*.

3. Tier III Project Review: Tier III projects are defined as actions that result in an effects determination of *no adverse effect* or *adverse effect* and require consultation with SHPO.

C. Cooperating Federal agencies as defined in 40 CFR §1508.5 who recognize the lead Federal agency for an undertaking subject to this agreement may fulfill their obligations under Section 106 of NHPA according to 36 CFR §800.2(a)(2) provided that the lead Federal agency follows the requirements of this Agreement and the cooperating agency's undertaking does not have the potential to cause effects to historic properties beyond those considered by the lead Federal agency under this Agreement.

1. All consultation with an agency regarding lead Federal agency status and compliance with Section 106 will be documented.

D. In the event that another federal agency not initially a party to or subject to this Agreement receives an application for funding/license/permit for an undertaking subject to this Agreement, that agency may fulfill its Section 106 responsibilities by stating in writing it concurs with the terms of this Agreement and notifying FHWA, NDOT, SHPO, and ACHP that it intends to do so, and adherence to the terms of this Agreement.

II. DEFINITIONS

A. Unless otherwise specifically defined herein, the definitions provided in 36 CFR §800.2 and 36 CFR §800.16 shall apply to this Agreement.

III. PROFESSIONAL QUALIFICATION STANDARDS

A. All actions prescribed by this Agreement that involve the identification, evaluation, analysis, recording, treatment, monitoring, or disposition of historic properties, or that involve the reporting or documentation of such actions in the form of reports, forms, or other records, shall be carried out by or under the direct supervision of a person or persons who meets the Secretary of the Interior's Professional Qualifications Standards (36 CFR Part 61). However, nothing in this stipulation may be interpreted to preclude FHWA or NDOT or any agent or contractor thereof from using the services of persons who do not meet these qualifications standards, providing their activities are conducted under the direct supervision of a person who does meet the standards.

B. NDOT shall employ a minimum of one (1) person trained, experienced, and qualified in one or more of the fields of archeology, history, architectural history and historic architecture (as defined in 36 CFR Part 61). They are designated as professionally qualified staff (PQS).

C. All Section 106 determinations will be performed by either a NDOT PQS or performed by a NDOT consultant who meets the Secretary of the Interior's Professional Qualifications Standards. All NDOT consultant Section 106 actions shall be reviewed and approved by a NDOT PQS.

IV. RIGHTS AND RESPONSIBILITIES

The following section identifies the responsibilities of FHWA, NDOT, ACHP and SHPO in complying with the terms of this Agreement.

A. FHWA Rights and Responsibilities

1. FHWA retains the responsibility for government to government consultation with federally recognized Tribes as defined in 36 CFR §800.16(m), whether or not NDOT has been identified as the lead Federal agency. NDOT may assist FHWA in consultation provided the individual tribes agree to alternate procedures.

2. For all other Projects and project activities not assigned, FHWA shall:

a) Remain legally responsible for ensuring that the terms of this Agreement are carried out and for all project findings and determinations

made pursuant to this Agreement and as defined in 36 CFR §800.2(a) and §800.2(c)(4).

b) Submit notice of adverse effects to ACHP, SHPO, and consulting parties.

3. FHWA may audit, monitor, or take other actions to ensure NDOT is adequately complying with 36 CFR Part 800 and the provisions of this Agreement.

B. NDOT Rights and Responsibilities

1. For Projects Assigned, NDOT shall remain legally responsible for ensuring that the terms of this Agreement are carried out and for all findings and determinations made pursuant to this Agreement and as defined in 36 CFR §800.2(a) and §800.2(c)(4).

2. For all Projects, NDOT shall:

a) Submit through file sharing to the SHPO and FHWA copies of all fieldwork reports, site forms, Reconnaissance Level Survey forms and any other relevant documents.

b) Submit a quarterly list (by standard calendar) of projects for which Section 106 has been completed that quarter to SHPO and FHWA.

c) Ensure curation of archeological materials recovered under this Agreement at a facility meeting the standards of 36 CFR Part 79.

3. For all Projects, NDOT PQS shall:

a) Ensure that the requirements for documentation are met in accordance with 36 CFR §800.11(d) and the most current NDOT Section 106 Guidelines.

b) Determine whether the proposed federal action is an undertaking as defined in 36 CFR §800.16(y).

c) Determine under 36 CFR §800.3(a)(1) whether the undertaking is a type of activity that has the potential to cause effects on historic properties.

d) Determine under 36 CFR §800.3(c) and (d) whether the undertaking may occur on or has the potential to affect historic properties on tribal lands as they are defined in 36 CFR §800.16(x).

e) Solicit public comment and involvement, in accordance with 36 CFR §800.3(e) and NDOT's most current and FHWA-approved Public Involvement Procedures.

- f) Identify, as appropriate, any consulting parties, as described in 36 CFR §800.2, and invite them to participate in the undertaking as described in 36 CFR §800.3 and covered by this Agreement.
- g) Determine and document the scope of identification efforts and level of effort, as described in 36 CFR §800.4 (a) and (b), including the undertaking's APE.
- h) Determine and document boundaries for historic properties as defined by National Register Bulletins and as detailed in the current NDOT Section 106 Guidelines.
- i) In consultation with any Tribes that might attach religious and cultural significance to properties within the APE per 36 CFR §800.4(c)(1), determine and document the NRHP eligibility of properties within the APE.
- j) Determine and document whether historic properties may be affected by the undertaking.
- k) Assess effects by applying the criteria of adverse effects as described in 36 CFR §800.5(a) (1) and document the finding of effects.
- l) For Projects Assigned, submit notice of adverse effects to ACHP, SHPO, and consulting parties.
- m) For Projects Assigned, consult with SHPO and ACHP (if ACHP has chosen to participate) to resolve adverse effects through the development and execution of a Memorandum of Agreement (MOA) or a Programmatic Agreement (PA), if appropriate.
- n) For Projects Not Assigned, provide the recommendation of effects and associated documentation to FHWA for no adverse effect and adverse effect findings.
- o) For Projects Not Assigned, provide sufficient information to FHWA for their use in consultation with SHPO and with ACHP (if the effect is adverse and ACHP has chosen to participate) to resolve adverse effects through the development and execution of a Memorandum of Agreement (MOA) or Programmatic Agreement (PA), if appropriate.

C. ACHP Rights and Responsibilities

1. The ACHP will be notified of findings of adverse effect by the applicable lead Federal agency and will be invited to participate in resolving

the adverse effect of an undertaking in accordance with 36 CFR 800.6(a)(1).

2. The ACHP will participate in accordance with Stipulation XII.C in the resolution of disputes that may occur through the implementation of this Agreement.

D. SHPO Rights and Responsibilities

1. SHPO shall be responsible for responding to FHWA and NDOT requests according to the terms of this Agreement; and

2. Shall participate in site visits and meetings to discuss large or complex undertakings upon request by FHWA or NDOT as staff time and resources permit.

V. CONSULTATION WITH TRIBES

A. FHWA shall retain responsibility for complying with all federal requirements pertaining to government-to-government consultation with Tribes. Notwithstanding any other provision of this stipulation, FHWA shall honor the request of any Tribe for government-to-government consultation regarding an undertaking covered by this Agreement.

B. NDOT shall make a reasonable and good faith effort to identify any Tribes that might attach religious and cultural significance to historic properties in the area of potential effects (APE) in accordance with 36 CFR §800.3(f)(2).

1. For Projects Not Assigned, NDOT shall convey identified tribes to FHWA who then, at their discretion, shall invite Tribes to participate as a consulting party under 36 CFR §800.2(c).

a) NDOT shall compile and submit Section 106 documentation to FHWA for review and approval. This documentation shall be prepared in accordance with 36 CFR §800.11 and the NDOT Section 106 Guidance.

b) FHWA shall initiate and complete consultation with Tribes in accordance with 36 CFR Part 800, except where separate agreements have been executed with Tribes.

c) FHWA shall provide NDOT record of all tribal consultation efforts for NDOT to complete project documentation.

2. For Tier II and Tier III Projects Assigned, NDOT shall invite Tribes to participate as a consulting party under 36 CFR §800.2(c). NDOT shall initiate and complete consultation with Tribes in accordance with 36 CFR

Part 800, except where separate agreements have been executed with Tribes.

a) If the State adequately resolves any project-specific Indian tribe issues or concerns, then FHWA's role in the Section 106 process shall be limited to carrying out the government-to-government consultation process. FHWA shall enter into government-to-government consultation with any Indian tribe who contacts FHWA or NDOT (via written or oral communication) to make such a request. The parties shall notify each other of any government-to-government requests received.

b) If FHWA determines through consultation with an Indian tribe, or an Indian tribe indicates to FHWA, that the proposed resolution of tribal issues or concerns by the State is not adequate, then FHWA may reassume responsibility for processing the project or an individual responsibility assumed by the State per the 326 MOU. The FHWA shall notify the State that the project will be excluded.

C. NDOT shall maintain records of all tribal consultation efforts in a manner consistent with NDOT's current guidance documents.

D. Alternate Procedures: If Tribes express interest, FHWA and NDOT will work to develop alternate procedures acceptable to and agreed upon by the Tribe(s), FHWA, and NDOT regarding respective consultation responsibilities.

VI. PARTICIPATION OF OTHER CONSULTING PARTIES AND THE PUBLIC

A. Consulting parties shall be identified pursuant to, and their participation in undertakings covered under this Agreement shall be governed by 36 CFR §800.2(c) and §800.3(f). Other individuals and organizations with a demonstrated interest in the undertaking may participate as consulting parties. Other parties entitled to be consulting parties shall be invited to participate in the Section 106 process. Any land-managing agency whose land may be affected by an undertaking shall be invited to participate in the Section 106 process.

B. Any local governments (including Certified Local Governments (CLGs)) or applicants that are entitled to be consulting parties under 36 CFR §800.2(c) shall be

invited to participate. All written requests of individuals and organizations to participate as consulting parties shall be considered.

C. For Tier II and Tier III projects, NDOT shall identify consulting parties as described above.

1. Regardless of Assignment, NDOT shall complete consultation for those projects which result in a project effect finding of *no historic properties affected*.

2. For Projects Not Assigned FHWA shall complete consultation for those projects which result in a project effect finding of *no adverse effect* or *adverse effect*. NDOT shall coordinate with FHWA regarding identification of consulting parties and shall compile and submit Section 106 documentation to FHWA for review and approval. This documentation shall be prepared in accordance with 36 CFR §800.11.

D. Public Involvement

1. Section 800.2(d) states that the views of the Public are essential to informed Federal decision making in the Section 106 process. Public involvement in planning and implementing undertakings covered by this Agreement shall be governed by the FHWA-approved NDOT Public Involvement Procedures. Public involvement and the release of information hereunder shall be consistent with 36 CFR §800.2(d) (1-2), §800.3(e), and §800.11(c) (1 and 3) as well as public involvement regulations in 23 CFR §771.111 and 23 CFR Part 450, and the FHWA-approved NDOT Public Involvement Procedures.

VII. PROJECT REVIEW

All undertakings reviewed under this Agreement shall utilize the following "Tier" review system:

A. Tier I Project Review

Pursuant to 36 CFR §800.3(a)(1), if the undertaking is a type of activity that does not have the potential to cause effects on historic properties, assuming such historic properties were present, then that undertaking will be processed as a Tier I project. This undertaking will not require further review under Section 106. Tier I projects must correspond to the conditions and meet the actions identified in Appendix C. Tier I projects are processed by the NDOT PQS.

B. Tier II Project Review

1. Tier II undertakings are those determined by the NDOT PQS to have the potential to affect historic properties but that upon review, result in a project effects determination of *no historic properties affected*.

2. Tier II undertakings shall not require case-by-case review by SHPO prior to NDOT determining that all Section 106 requirements have been satisfied.

3. Two categories of Tier II projects have been established under this Agreement:

a) Tier II – No Cultural Resource Investigations

(1) The signatories to this Agreement agree that certain undertakings have minimal potential to cause effects on historic properties. Such undertaking types are listed in Appendix D "Tier II – Undertakings with Minimal Potential to Cause Effects".

(2) Undertakings with activity types listed in Appendix D shall be reviewed and documented by the NDOT PQS but following documentation, will be determined to require no further review or consultation under this Agreement.

b) Tier II – Cultural Resource Investigations

(1) After NDOT PQS review, these are undertakings which have potential to affect historic properties, and which contain activities that are not listed in Appendix D and which result in a project effects determination of no historic properties affected.

(2) If the NDOT PQS determines that there are: (1) no historic properties present; (2) unevaluated archeological sites; or (3) historic properties present within the APE, but the undertaking will have no effect on them as defined in 36 CFR §800.16(i), NDOT shall make and document a finding of *no historic properties affected* (36 CFR §800.4(d)(1)).

C. Tier III Project Review

Tier III projects are all undertakings that result in a finding of *no adverse effect* or *adverse effect*. The Section 106 process shall be completed as described in Stipulation VIII of this Agreement.

VIII. THE SECTION 106 PROCESS

For Projects Assigned, NDOT performs the duties outlined below and assumes authority and responsibility for all actions, findings, and determinations. For Projects Not Assigned, NDOT performs the duties below in consultation with FHWA who assumes authority and responsibility for all actions, findings, and determinations.

For all undertakings reviewed in pursuant to this Agreement, the following process shall be implemented:

A. NDOT shall establish the undertaking and determine if the undertaking is a type of activity that has the potential to cause effects on historic properties and whether the undertaking occurs on Tribal or Federal lands.

1. If NDOT determines that the undertaking is one with no potential to cause effects (Tier I), NDOT will document this decision using the NDOT PQS Tier I form (Appendix C). Section 106 is complete.

2. If NDOT determines that the undertaking has minimal potential to cause effects on historic properties and the activity type(s) conform with Appendix D, no cultural resource investigations will be conducted.

a) NDOT shall involve the public, Tribes and other consulting parties in a manner that is consistent with 36 CFR §800.2, 800.3(e) and 800.3(f) and is also in compliance with the FHWA-approved Public Involvement Procedures and associated documentation requirements.

(1) For Projects Not Assigned, NDOT shall provide notification and documentation to FHWA, identifying consulting parties, including tribal consulting parties and outlining an intent to make a *no historic properties affected* determination prior to notifying consulting parties as described in C.1.b of such an intent. FHWA will notify NDOT of any objections within 15 business days of receipt of this notification.

b) A project effects determination of *no historic properties affected* will be documented on the "NDOT Tier II PQS Memo, Undertakings with Minimal Potential to Cause Effects form (Attachment A).

3. If NDOT determines that the project does not meet the considerations of VIII.A.1 or VIII.A.2 above, NDOT shall continue the Section 106 process as described below.

B. Identification and Evaluation of Historic Properties

1. Pursuant to 36 CFR §800.4(a), NDOT shall determine the scope of identification efforts, including determining and documenting the undertaking's area of potential effects (APE), as defined at 36 CFR

§800.16(d). The APE will be defined according to procedures outlined in the current NDOT Section 106 Guidelines. The SHPO agrees that NDOT shall define the APE but need not conduct consultation on the definition of the APE if following the process outlined in the NDOT Section 106 Guidelines. If unusual circumstances arise, NDOT may coordinate with the SHPO in defining the APE.

a) If NDOT initiates consultation with the SHPO on the scope of the identification efforts and the definition of the APE, SHPO shall have 15 calendar days to comment. If SHPO does not respond within that time period, NDOT may assume that SHPO has no objections and may proceed to the next step in the Section 106 process.

b) For Projects Not Assigned, NDOT shall provide information to FHWA regarding NDOT's recommendation regarding definition of the APE and the level of effort for the identification and evaluation of historic properties for review and comment. Upon review, FHWA may request SHPO review.

2. NDOT shall involve the public, Tribes and other consulting parties in a manner that is consistent with 36 CFR §800.2, 800.3(e) and 800.3(f) and is also in compliance with the FHWA-approved Public Involvement Procedures and associated documentation requirements.

3. Pursuant to 36 CFR §800.4(b), NDOT shall ensure the identification of cultural resources that may exist within the APE and gather information to evaluate the integrity and eligibility of these properties for listing in the NRHP.

4. NDOT's identification and evaluation of historic properties shall follow the Secretary of the Interior's Standards and Guidelines for Identification (48 FR 44720-23), and will be consistent with guidance issued by SHPO, FHWA, NDOT, and any other guidance, methodologies, agreements, or protocols that FHWA, NDOT, and SHPO agree should be used to identify properties, including those of other land-managing agencies.

5. NDOT shall evaluate the historic significance of identified properties in the APE in accordance with 36 CFR §800.4(c) and shall make determinations regarding eligibility. The NDOT PQS will identify boundaries, following standards set forth in National Register Bulletin 21, Defining Boundaries for National Register Properties. NDOT may consult with SHPO on the outcome of identification and evaluation of historic resources, if necessary.

6. Pursuant to 36 CFR § 800.3(g), the lead Federal agency may request SHPO review a consultation that addresses multiple steps in §§ 800.3 through 800.6 on findings of inventory, determinations of eligibility, and finding of effect, provided NDOT and the SHPO agree it is appropriate and other consulting parties and the public are afforded an adequate opportunity to express their views pursuant to 36 CFR §800.2(d).

a) If SHPO fails to comment on any findings contained in a lead Federal agency consultation submission within 15 calendar days of receipt, the lead Federal agency may assume they have no objection and proceed to the next step in the consultation process pursuant to 36 CFR §800.3(c)(4).

7. Agreements regarding the NRHP eligibility of properties evaluated hereunder, and any disagreements pertaining thereto, shall be governed by 36 CFR §800.4(c)(2). In the event of a disagreement, the lead Federal agency shall first consult with the disagreeing party to resolve the disagreement.

a) If the disagreement cannot be resolved through additional consultation, the lead Federal agency shall notify SHPO, whereupon the lead Federal agency, SHPO, and any consulting party shall consult to resolve the disagreement in accordance with a time frame specified by the lead Federal agency.

b) If the disagreement is not resolved, the lead Federal agency shall refer the issue to the Keeper of the National Register of Historic Places to obtain a determination of eligibility. A formal determination of eligibility from the Keeper is final.

C. Finding of Effect

1. No Historic Properties Affected

a) If NDOT determines that either there are no historic properties present or there are historic properties present within the APE, but the undertaking will have no effect on them as defined in 36 CFR §800.16(i), NDOT shall make and document a finding of *no historic properties affected* (36 CFR §800.4(d)(1)). This decision shall be documented using the NDOT Tier II PQS Memo - No Historic Properties Affected form (Attachment A).

b) NDOT shall notify all consulting parties by letter of the findings it makes for individual Tier II projects, consistent with the confidentiality provisions of 36 CFR §800.11(c), prior to approving the undertaking.

c) For Projects Not Assigned, NDOT shall provide notification and documentation to FHWA, outlining their intent to make a *no historic properties affected* determination prior to notifying consulting parties as described in C.1.b, above. FHWA will notify NDOT of any objections within 15 business days of receipt of notification.

(1) In accordance with 36 CFR §800.4(c), on behalf of FHWA, NDOT shall complete consultation with consulting parties, including THPO, regarding NRHP eligibility and shall notify consulting parties by letter of FHWA's intent to make a *no historic properties affected* determination.

2. No Adverse Effect

a) The lead Federal agency shall recommend a finding of *no adverse effect* if none of the undertaking's anticipated effects meet the criteria of adverse effect under 36 CFR §800.5(a)(1), or if the lead Federal agency modifies the undertaking or imposes conditions that will avoid adverse effects to historic properties.

b) The lead Federal agency shall submit its eligibility determination, finding of effect and supporting documentation to all consulting parties for comment and will request SHPO concurrence on the finding.

(1) Where FHWA is the lead Federal agency, NDOT shall submit eligibility recommendations, recommendation of effects, and supporting documentation, including the documentation specified in 36 CFR §800.11(e), to FHWA for review and approval. FHWA will complete the finding of effect and all consultation.

c) The lead Federal agency may consult at any time, either formally or informally, with SHPO regarding application of the Criteria of Adverse Effect.

d) If SHPO, or another consulting party, objects within 30 days of receipt of a finding of *no adverse effect*, the lead Federal agency will either consult to resolve the objection or request ACHP to review the finding pursuant to 36 CFR §800.5(c)(2).

e) The lead Federal agency shall maintain a record of the finding and provide information on the finding to all consulting parties and the public on request, consistent with the confidentiality provisions of 36 CFR §800.11(c) and Stipulation XII.G of this Agreement.

f) NDOT shall document these decisions using the NDOT Tier III PQS Memo, No Adverse Effect form (Attachment A).

3. Adverse Effect

a) Where the lead Federal agency determines an *adverse effect*, as defined by the criteria of adverse effect set forth in 36 CFR §800.5(a)(1), cannot be avoided, the lead Federal agency shall make and document a finding of *adverse effect*.

(1) Where FHWA is the lead Federal agency and when there is an *adverse effect*, as defined by the Criteria of Adverse Effect set forth in 36 CFR §800.5(a) that cannot be avoided, NDOT shall recommend and document a finding of *adverse effect* for review by FHWA.

b) Prior to any finding of adverse effect, the lead Federal agency may consult either formally or informally with SHPO regarding application of the criteria of adverse effect.

4. Resolution of Adverse Effect

a) When a finding of *adverse effect* has been made, the lead Federal agency shall, in consultation with SHPO/THPO and other consulting parties, evaluate alternatives or modifications to the project that would avoid, minimize, or mitigate adverse effects on historic properties. The lead Federal agency shall propose measures to resolve adverse effects, to be documented in a Memorandum of Agreement (MOA) or Programmatic Agreement (PA).

b) The lead Federal agency shall make information available to the public, including the documentation specified in 36 CFR §800.11(e), subject to the confidentiality provisions of 36 CFR §800.11(c) and Stipulation XII.G.

c) The lead Federal agency shall provide an opportunity for members of the public to express their views on resolving adverse effects of the project through NDOT's most current, FHWA-approved Public Involvement Procedures. FHWA, NDOT PQS and SHPO shall be invited to any public meeting. NDOT shall document the views of the public and shall provide copy to SHPO and to FHWA where FHWA is the lead Federal agency.

d) For locally administered projects, the lead Federal agency shall coordinate with the Project Proponent and the NDOT Public Involvement Coordinator to develop appropriate public outreach. NDOT shall provide an opportunity for members of the public to express their views on resolving adverse effects of the project. FHWA, NDOT PQS, and SHPO shall be invited to any public meeting. NDOT shall document the views of

the public and shall provide a copy to SHPO and to FHWA where FHWA is the lead Federal agency.

e) The lead Federal agency shall notify ACHP of the finding, pursuant to 36 CFR §800.6(a)(1). The lead Federal agency shall indicate intent to prepare a MOA or a PA and shall invite ACHP to participate in the undertaking and in the development of an agreement document to resolve adverse effects.

(1) ACHP shall advise the lead Federal agency and the consulting parties whether it will participate within 15 days of receipt of notice.

(a) The lead Federal agency will provide supporting documentation in accordance with 36 CFR §800.11(e).

(2) ACHP shall determine participation pursuant to 36 CFR §800.6(a)(1).

f) After consideration of the views of all consulting parties and the public, if the lead Federal agency, SHPO and ACHP (if it has chosen to participate pursuant to 36 CFR Part 800 Appendix A) agree on how the adverse effects will be resolved, they shall execute an MOA, pursuant to 36 CFR §800.6(c), or a PA pursuant to 36 CFR §800.14(b).

g) A copy of the MOA or the PA shall be provided to each signatory, invited signatory, and concurring parties. If not a signatory, a copy of the MOA or the PA will be provided to the ACHP and to FHWA.

h) Once finalized, the lead Federal agency shall incorporate the measures to resolve adverse effects into the undertaking, and NDOT shall implement the undertaking.

i) If the lead Federal agency determines that an undertaking may adversely affect a National Historic Landmark, the lead Federal agency shall request SHPO, ACHP, and the Secretary of the Interior, as well as any other consulting parties, to participate in consultation to resolve any adverse effects, pursuant to 36 CFR 800.10.

j) NDOT shall document these decisions using the NDOT Tier III PQS Memo, Adverse Effect form (Attachment A).

D. Supplemental Evaluations

When a project scope is revised (e.g., design changes, utility relocation, addition of new ROW) the NDOT PQS will determine whether the changes require modifying the APE or may result in a revision to the original project effect finding. In determining

whether further review is required under Section 106, the NDOT PQS will consider the level of effort and the age of the survey and will follow the steps presented below.

1. Regardless of whether assigned or unassigned, if the scope changes do not require modifying the APE and the finding of effect remains the same, then no further consultation will be required. The NDOT PQS will document this finding to the project file, either through an email memo or a Section 106 Supplemental PQS memo.

2. If the scope change has the potential to alter the finding of effect for an undertaking, then NDOT will evaluate this change and will follow the process in Stipulation VIII, as applicable. Consultation efforts will be commensurate with the nature and scope of the changed potential effects. The NDOT PQS will document this finding and consultation efforts to the project file, through a Section 106 Supplemental PQS memo.

3. If the scope changes do require modifying the APE, the NDOT PQS will determine whether a new survey is warranted, as follows:

a) When the expanded APE has not been previously surveyed, the NDOT PQS will arrange for a survey to be conducted following procedures outlined in the current NDOT Section 106 Guidelines.

b) When the expanded APE has been previously surveyed with no historic properties identified, the NDOT PQS will document this finding to the project file, either through an email memo or a Section 106 Supplemental Evaluation PQS memo. No further consultation will be required.

c) If the expanded APE has not been previously surveyed but after professional evaluation, the NDOT PQS determines that survey of the area within the expanded APE is unwarranted (i.e., location is in existing fill or in a cut section, the area is in a topographic location that is unlikely to contain significant, intact archeological resources and/or there are no architectural or structural resources) the NDOT PQS will document this finding and the reason(s) survey is unwarranted to the project file, either through an email memo or a Section 106 Supplemental Evaluation PQS memo. No further consultation will be required for assigned projects. For unassigned, NDOT shall provide notification, resulting documentation and recommended determination to FHWA. FHWA will notify NDOT of any objections within 15 business days of receipt of notification.

4. If the scope changes do require expanding the APE and the NDOT PQS determines a new or updated survey is required, depending on the survey results, NDOT will proceed as follows:

a) When no additional historic properties are identified within the modified APE and the revised scope will not alter the finding of effect for the undertaking, then the NDOT PQS will document this finding using a Section 106 Supplemental Evaluation PQS memo. No further consultation will be required.

(1) If the additional survey was conducted on lands managed by a federal agency consultation will follow Stipulation V and VI, as applicable.

b) When additional historic properties are identified within the expanded APE, but the finding of effect for the undertaking is unchanged, the NDOT PQS will document this finding using a Section 106 Supplemental Evaluation PQS memo and will follow the review and consultation process in Stipulations V through VIII, as applicable. Consultation efforts will be commensurate with the nature and scope of the change and will take into account information received from consulting parties during previous consultation efforts. For unassigned projects, NDOT shall provide notification, resulting documentation and recommended determination to FHWA. FHWA will notify NDOT of any objections within 15 business days of receipt of notification.

c) When additional historic properties are identified within the expanded APE, and as a result, the finding of effect for the undertaking may be altered, the NDOT PQS will document this finding using a Section 106 Supplemental Evaluation PQS memo and will follow the review and consultation process in Stipulations V through VIII, as applicable. Consultation efforts will be commensurate with the nature and scope of the change and will take into account information received from consulting parties during previous consultation efforts.

E. Project Reporting

1. Upon request from any signatory to this agreement, NDOT shall furnish project information in the format and on the schedule requested.

2. NDOT PQS shall compile and submit a list of all projects to FHWA and SHPO quarterly.

3. NDOT shall ensure that this list includes the county, project name and number, type of Tier, effect determination, level of effort (i.e. desktop review, field survey), consultation measures, and description of any NRHP listed, eligible, or newly recommended eligible properties identified during Section 106 evaluations.

4. NDOT shall also provide availability of all cultural resource reports, site forms, and other documentation for undertakings completed during the quarter to SHPO and FHWA continuously through file sharing.

IX. NDOT EMERGENCY SITUATIONS

Pursuant to 36 CFR § 800.12(d), immediate rescue and salvage operations conducted to preserve life or property are exempt from the provisions of Section 106. The following provisions provide procedures for emergency undertakings as authorized by 36 CFR § 800.12(b)(1) and only apply to undertakings that will be implemented within 30 days after the disaster or emergency has been formally declared by the appropriate authority or later if ACHP grants an extension of the 30-day deadline as allowed per 36 CFR § 800.12(d).

The below stipulations relate only to the procedures for review, analysis, and consultation required under Section 106 whereas procedures for obtaining Emergency Relief funding from FHWA's Emergency Relief Program are defined and controlled by other applicable laws, regulations, policies, and procedures. Any actions taken with federal funds must comply with applicable federal law for that funding or program. Unless otherwise permitted by law or specifically stated in this section, nothing in this agreement will be interpreted to permit stand-alone permanent repairs, or activities that are not immediate rescue and salvage operations conducted to preserve life or property, without first completing the Section 106 process.

1. Activities that remain entirely within the roadway/trail cross-sections and fill locations that existed prior to the emergency event are considered undertakings with minimal potential to cause effect and will result in an effect determination of *no historic properties affected*. These activities shall be processed in accordance with Stipulation VIII.A(2) of this agreement, prior to the commencement of the undertaking.
2. For activities that occur outside the roadway/trail cross-sections and fill locations that existed prior to the event, NDOT shall either:
 - a) Provide notice of the emergency action through electronic mail (when appropriate) or documented phone call to SHPO/THPO/Tribes and FHWA at least 10 calendar days prior to the start of repairs.
 - (1) The notice shall: 1) be clearly and prominently marked as an emergency notification; 2) briefly disclose the nature of the damage and the immediate repairs; 3) offer the opportunity to provide immediate input; 4) provide notice that due to the nature of the emergency, the work to stabilize/protect the site or restore essential traffic will begin immediately.

(2) SHPO shall reply within 5 calendar days if they object to the commencement of repair. Repairs shall not begin until SHPO objections are resolved.

b) Alternately, NDOT will complete the Section 106 process for these undertakings, following Stipulations VIII through X of this agreement.

B. All other projects will comply with the procedures in Stipulations VIII through X of this Agreement. In these situations, the lead federal agency may request an expedited review by SHPO and consulting parties. Tribal consultation shall proceed pursuant to 36 CFR §800.12 or according to any alternate procedures agreed upon by the Tribe(s).

X. POST-REVIEW DISCOVERIES

NDOT shall ensure that the NDOT Standard Specification 107.10, Archeological and Paleontological Discoveries (Attachment B) applies to all Federal-aid projects unless project specific measures are developed and agreed upon through the consultation process.

A. Planning for Subsequent Discoveries

1. When NDOT's identification efforts in accordance with Stipulation VIII.B and most current NDOT Section 106 Guidelines indicate that historic properties are likely to be discovered during implementation of an undertaking, NDOT shall include in any environmental document a plan for discovery of such properties. Implementation of the plan as originally proposed or modified as necessary owing to the nature and extent of the properties discovered, will be in accordance with 36 CFR §800.4-6.

B. Discoveries Made Prior to Project Construction

1. If previously unidentified archeological or historic properties or unanticipated effects are discovered after the lead Federal agency has completed its review under this Agreement and prior to commencement of project construction, the lead Federal agency, in consultation with SHPO, shall carry out the applicable requirements of this Agreement. Specifically, the lead Federal agency shall make project effect determinations as stipulated under this Agreement.

C. Discoveries Made After Project Construction Begins

1. If previously unidentified historic properties, or unanticipated effects, are discovered after project construction begins, that portion of the project will stop immediately, in accordance with NDOT Standard Specification 107.10 (Attachment B).

2. The NDOT Construction Project Manager will immediately contact the NDOT Technical Resources Unit Program Manager. The NDOT Technical Resources Unit Program Manager will notify FHWA within 24 hours of the discovery.
3. No further work in the area of discovery will proceed until the lead Federal agency determines that the requirements of 36 CFR §800.13 have been satisfied, including consultation with Tribes as necessary (subject to Stipulation V) that may attach traditional religious and cultural significance to the discovered property.
4. NDOT will notify FHWA of the discovery, the recommended project effect determination and outline next steps. Unless FHWA objects, NDOT will notify SHPO, the tribe(s), and other consulting parties as appropriate within forty-eight (48) hours. The unanticipated discovery shall be processed pursuant to this Agreement.
5. If the project's effect is determined to be adverse, NDOT shall design a plan for avoiding, minimizing, or mitigating adverse effects on the eligible property. The lead Federal agency shall consult with SHPO, ACHP and Tribes as a Tier III project under this Agreement.
6. If SHPO or the tribe(s) does/do not file an objection within 48 hours to NDOT's plan for addressing the discovery, the lead Federal agency may carry out the requirements of 36 CFR §800.13 and the ACHP does not need to be notified.
7. NDOT shall provide FHWA, SHPO and the tribe(s) a report of the actions when they are completed.

XI. TREATMENT OF HUMAN REMAINS

If human remains are discovered during construction, depending on land ownership, Native American remains and any funerary objects, sacred objects, or objects of cultural patrimony (cultural objects) found on federal or tribal land within the APE shall be treated pursuant to the Native American Graves Protection and Repatriation Act (NAGPRA) of 1990 (25 USC 3001 et seq. and its implementing regulations (43 CFR Part 10, as amended)) or the Nebraska Unmarked Human Burial Sites and Skeletal Remains Protection Act of 1989 if remains are found on non-federal or non-tribal land.

A. If human remains are encountered during construction, all construction would cease at the location in accordance with NDOT Standard Specification 107.10 (Attachment B).

B. The location would be secured and protected from damage and disturbance by the NDOT Highway Project Manager. No human remains or materials associated with

the remains will be collected or removed until appropriate consultation has taken place and a plan of action has been developed.

C. The NDOT Highway Project Manager shall immediately notify the local law enforcement (county sheriff/county coroner) and the NDOT Technical Resources Unit Program Manager.

D. The NDOT Technical Resources Unit Program Manager shall notify FHWA within 24 hours of the discovery.

E. No further work in the area of discovery will proceed until the FHWA determines that the requirements of 36 CFR 800.13 have been satisfied.

F. If law enforcement determines that a crime is not involved, History Nebraska staff will be contacted by the appropriate county attorney's office. History Nebraska staff shall promptly assist in examining the discovered material to attempt to determine its origin and identity pursuant to Nebraska Revised Statute 12-1203. History Nebraska staff is required to conduct an onsite investigation within 48 hours to make a preliminary determination of the origin and identity of the remains and promptly relate the findings in writing to the county attorney and interested parties, who may include: a descendant Indian Tribe, a descendant family, or the Nebraska Commission on Indian Affairs (NCIA). This initial contact often outlines the need for further examination of the remains by a qualified physical anthropologist to assist with cultural affiliation determination.

G. If the human remains are determined to be non-Native American, consultation with SHPO, FHWA, NDOT, the State Archaeologist, and other appropriate parties will be required to determine a plan of action.

XII. ADMINISTRATIVE STIPULATIONS

A. Documentation

1. All documentation that NDOT develops to support findings and determinations made under this Agreement shall be consistent with 36 CFR §800.11 and shall be in accordance with the NDOT Section 106 Guidelines, and its subsequent revisions or editions, as appendices to this Agreement, and with applicable guidelines and procedures of land-managing agencies that have jurisdiction over the land involved in the undertaking.

2. Documentation prepared by local agencies or their consultants in support of such findings shall be submitted to NDOT for review and approval by the NDOT PQS. NDOT shall transmit all documentation cited herein to SHPO as stipulated by this Agreement. NDOT shall not transmit to FHWA or SHPO any documentation that has not been reviewed and approved by the NDOT PQS.

3. All documentation prepared in support of this Agreement shall be kept on file at NDOT and made available to consulting parties and the public as stipulated by the Agreement consistent with applicable confidentiality requirements as described in 36 CFR §800.11(c) and pursuant to Stipulation XII.G.

4. For all projects, upon NDOT PQS approval, reports and forms will be submitted by NDOT continuously through file sharing in accordance with Stipulation VIII.E including copies of fieldwork reports, site forms, Reconnaissance Level Survey forms and any other relevant documents.

B. Monitoring/Reporting

1. FHWA, SHPO, and ACHP may review activities carried out pursuant to this Agreement. NDOT shall facilitate this review by compiling specific categories of information to document the effectiveness of the Agreement and by making this information available on an annual basis to FHWA, SHPO and ACHP in the form of a written report. The annual report shall include, but is not limited to, a narrative summarizing actions taken under the Agreement within the review period, including all findings and determinations, accomplishments, public objections, trainings, and inadvertent effects or foreclosures.

2. NDOT shall prepare the annual written report identified in Stipulation XII.B. NDOT shall submit the annual reports to FHWA, SHPO and ACHP no later than three (3) months following the end of the Federal fiscal year (September 30) after the execution of the agreement.

3. NDOT, FHWA, and SHPO will meet annually to evaluate the agencies' joint functioning under the Agreement, and to suggest revisions to its stipulations. NDOT shall coordinate and facilitate this meeting and it will be held within 60 days of issuance of the annual report. Prior to any such meetings, ACHP will be notified at least 30 days in advance, and may participate at its discretion.

4. Program Reviews will occur annually and will be initiated within three (3) months of the annual report being issued, unless the FHWA, NDOT, SHPO, and ACHP all agree in writing that a review that year would be unnecessary. If all parties agree that a review that year is not necessary, a review will be held the following year (not to surpass two (2) full years without a review). The focus of the review will be decided as part of the annual meeting, and can include project reviews, file reviews, and/or interviews, at the discretion of the signatory agencies. At a minimum, the reviews will be used to determine if the Agreement requirements are being met, decide if amendments to the Agreement are warranted, review the reporting format and categories for adequacy, and identify any other actions

that may be needed in order to take into account the effects of the FAHP on historic properties in Nebraska. The results of each review shall be summarized within a stand-alone Program Review report. This report shall be provided to all signatories.

5. NDOT shall provide notice to the public that the annual report herein prescribed is available for public inspection and ensure the public are made aware of its availability and that the public may comment to signatory parties on the report. Within 30 calendar days of issuance of the annual report, NDOT shall coordinate with FHWA, and in consultation with SHPO, will identify the specific recipients of the public notice and outreach methodology.

C. Resolving Objections to Implementation of this Agreement. Within this section, FHWA is the lead Federal agency for Program level objections, government-to-government consultation concerns, and objections for unassigned project-level actions. NDOT is the lead Federal agency for objections regarding assigned project-level actions.

1. If any signatory party determines that the agencies are not meeting its responsibilities under this Agreement, measures will be taken to resolve the concerns with the lead Federal agency. FHWA retains the authority to determine federal-aid eligibility for any project(s) which may have been processed in noncompliance of this Agreement and retains the authority to rescind this Agreement.

2. Should any signatory party object in writing to the FHWA regarding the manner in which the terms of this Agreement are carried out, FHWA will immediately notify the other signatory parties of the objection and proceed to consult with the objecting party to resolve the objection. FHWA will honor the request of any signatory party to participate in the consultation and will take any comments provided by such parties into account. The lead Federal agency shall establish a reasonable time frame for such consultations.

3. If the objection is resolved through consultation, the lead Federal agency may authorize the disputed action to proceed in accordance with the terms of such resolution.

4. If after initiating such consultation, the lead Federal agency determines that the objection cannot be resolved through consultation, the lead Federal agency shall forward all documentation relevant to the objection to ACHP and other signatory parties, including the lead Federal agency's proposed response to the objection. Within 30 days after receipt of all pertinent documentation, ACHP shall exercise one of the following options:

- a) Advise the lead Federal agency that ACHP concurs in the lead Federal agency's proposed response to the objection, whereupon the lead Federal agency will respond to the objection accordingly; or
 - b) Provide the lead Federal agency with recommendations, which the lead Federal agency shall take into account in reaching a final decision regarding its response to the objection; or
 - c) Notify the lead Federal agency that the objection will be referred for comment pursuant to 36 CFR §800.7(a) (4) and proceed to refer the objection and comment. In this event, the lead Federal agency shall ensure that the Agency Official is prepared to take the resulting comments into account in accordance with 36 CFR §800.7(c)(4).
5. Should ACHP not exercise one of the foregoing options within 30 days after receipt of all pertinent documentation, the lead Federal agency may proceed with the proposed response to the objection.
6. The lead Federal agency shall take into account any ACHP recommendation or comment and any comments from the other signatory parties to this Agreement in reaching a final decision regarding the objection. The lead Federal agency responsibility to carry out all actions under this Agreement that are not the subject of the objection shall remain unchanged.
7. The lead Federal agency shall provide all other signatory parties to this Agreement with a written copy of its final decision regarding any objection addressed pursuant to this Stipulation.
8. The lead Federal agency may authorize any action subject to objection under this Stipulation to proceed, provided the objection has been resolved in accordance with the terms of this Stipulation.
9. At any time during implementation of the terms of this Agreement, should any member of the public raise an objection in writing pertaining to such implementation to any signatory party to this Agreement, that signatory party shall immediately notify the lead Federal agency. The lead Federal agency shall immediately notify the other signatory parties in writing of the objection. Any signatory party may choose to comment on the objection to the lead Federal agency. The lead Federal agency shall establish a reasonable time frame for this comment period. The lead Federal agency shall consider the objection, and in reaching its decision, will take all comments from the other signatory parties into account. Within 15 days following closure of the comment period, the lead Federal agency will render a decision regarding the objection and respond to the objecting party. The lead Federal agency will promptly notify the other signatory

parties of its decision in writing, including a copy of the response to the objecting party. The lead Federal agency's decision regarding resolution of the objection will be final. Following the issuance of its final decision, the lead Federal agency may authorize the action subject to dispute hereunder to proceed in accordance with the terms of that decision.

D. Amendment

Any signatory party to this Agreement may at any time propose amendments to the Agreement, whereupon all signatory parties shall consult to consider such amendment. This Agreement may be amended only upon written concurrence of all signatory parties. The amendment will be effective on the date a copy is signed by all the signatories.

E. Appendices and Attachments

1. This PA includes several appendices. Appendices were developed in coordination with the appropriate resource agencies.
2. Appendices to this Agreement may be individually amended through written agreement of the signatory parties without requiring amendment of the Agreement.
3. Attachments to this document may be altered or updated without amendment.

F. Termination

1. Any signatory party may terminate this Agreement. If this Agreement is not amended as provided for in Stipulation XIII.D, or if any signatory party proposes termination of this Agreement for other reasons, the party proposing termination shall notify the other signatory parties in writing, explain the reasons for proposing termination, and consult with the other parties for no more than 30 days to seek alternatives to termination.
2. Should such consultation fail, the signatory party proposing termination may terminate this Agreement by promptly notifying the other parties in writing.
3. Beginning with the date of termination, the FHWA and NDOT shall ensure that until and unless a new Agreement is executed for the actions covered by this Agreement, such undertakings shall be reviewed individually in accordance with 36 CFR §800.

G. Confidentiality

All parties to this Agreement acknowledge that information about historic properties, potential historic properties, or properties considered historic for

purposes of this Agreement are or may be subject to Nebraska Revised Statute 84-712.05 and the provisions of Section 304 of NHPA. Nebraska Revised Statute 84-712.05 stipulates that records or portions of records may be withheld from the public if these records would reveal the location, character, or ownership of any known archaeological, historical, or paleontological site in Nebraska when necessary to protect the site from a reasonably held fear of theft, vandalism, or trespass. Section 304 allows the head of a Federal agency or other public official receiving grant assistance, after consultation with the Secretary of the Interior to withhold from disclosure to the public, information about the location, character, or ownership of a historic resource if the Federal agency determines that disclosure 1) may cause a significant invasion of privacy; 2) risks harm to the historic resource; or 3) impedes the use of a traditional religious site by practitioners. Having so acknowledged, all parties to this Agreement will ensure that all actions and documentation prescribed by this Agreement are, where necessary, consistent with the requirements of Section 304 of the NHPA.


H. Duration of Agreement

1. This Agreement shall remain in effect for a period of five (5) years after the date it takes effect (the date the last party signs) unless it is terminated prior to that time. Six (6) months prior to the conclusion of the five-year period, NDOT will notify all parties in writing. If there are no objections from the Signatories, NDOT will amend the Agreement to extend its duration pursuant to Stipulation XII.D. If any party objects to extending the Agreement, or proposes amendments, NDOT will convene all signatories to consider amendments or other actions to resolve the objection pursuant to Stipulation XII.C (Resolving Objections).

2. Execution of this Agreement by FHWA, NDOT, SHPO, and ACHP and implementation of its terms evidence that FHWA and NDOT and have taken into account the effects of FAHP undertakings on historic properties, afforded ACHP an opportunity to comment, and has complied with Section 106 of the NHPA and 36 CFR Part 800 for the FAHP and its individual undertakings.

SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION

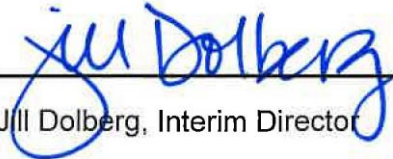


Joseph A. Werning, Division Administrator
Federal Highway Administration, Nebraska Division

12/23/2022

Date

NEBRASKA STATE HISTORIC PRESERVATION OFFICER




Jill Dolberg, Interim Director
History Nebraska

12/21/2022

Date


ADVISORY COUNCIL ON HISTORIC PRESERVATION



Sara C. Bronin, Chair
Advisory Council on Historic Preservation

Date: 2.1.2023

NEBRASKA DEPARTMENT OF TRANSPORTATION



John Selmer, P.E., Director
Nebraska Department of Transportation

12/21/22

Date

Appendix A

List of Certified Local Governments (03/22/2021)

FHWA and NDOT identified and invited the following Certified Local Governments to be consulting parties to the Agreement and any joint FHWA and NDOT undertakings.

Kim Berger
City of Auburn
1101 J St
Auburn, NE 68305

Jed Moulton
Omaha Planning Department
City of Omaha
1819 Farnam, Ste 1100
Omaha, NE 68183-1100

Laura Bedlan
City of Fairbury
612 D ST
Fairbury, NE 68352

Irv Portis
City of Plattsmouth
136 N 5th ST
Plattsmouth, NE 68048

Stacey L. Hageman
Preservation Planner
City of Lincoln
555 S 10th ST, Ste 213
Lincoln, NE 68508

Sue Meline
City of Red Cloud
540 North Webster ST
Red Cloud, NE 68970

Judy Clark
City of North Platte
211 West 3rd ST
North Platte, NE 69101

Megan McGown
City of Sidney
PO Box 79
Sidney, NE 69162

Appendix B

List of Tribes

FHWA and NDOT identified and invited the following Tribes to be consulting parties to the Agreement and any joint FHWA and NDOT undertakings.

Durrell Cooper
Chairman
Apache Tribe of Oklahoma
PO Box 1330
Anadarko, OK 73005

Crystal Lightfoot
THPO
Apache Tribe of Oklahoma
PO Box 1330
Anadarko, OK 73005

Jordan Dresser
Chairman
Arapaho Tribe of the Wind River Reservation,
Wyoming
PO Box 396
Ft Washaki, WY 82514

Ben Ridgley
THPO
Arapaho Tribe of the Wind River Reservation,
Wyoming
PO Box 396
Ft Washaki, WY 82514

Reggie Wassana
Governor
Cheyenne and Arapaho Tribes
PO Box 167
Concho, OK 73022

Max Bear
THPO
Cheyenne and Arapaho Tribes
700 Black Kettle Blvd
Concho, OK 73022

William Nelson, Sr
Chairman
Comanche Nation of Oklahoma
PO Box 908
Lawton, OK 73502

Martina Minthorn
THPO
Comanche Nation of Oklahoma
#6 S.W. D Ave., Ste C
Lawton, OK 73502

Peter Lengkeek
Chairman
Crow Creek Sioux Tribe of the Crow Creek
Reservation, South Dakota
PO Box 50
Fort Thompson SD 57339

Merle Marks
THPO
Crow Creek Sioux Tribe of the Crow Creek
Reservation, South Dakota
PO Box 286
Fort Thompson SD 57339

Timothy Rhodd
Chairman
Iowa Tribe of Kansas and Nebraska
3345 B. Thrasher Rd.
White Cloud, KS 66094

Mr. Lance Foster
THPO
Iowa Tribe of Kansas and Nebraska
3345 B, Thrasher Rd
White Cloud KS 66094

Exhibit "D"

Edgar B Kent Jr.
Chairman
Iowa Tribe of Oklahoma
335588 E. 750 Rd
Perkins, OK 74059

Amy Scott
THPO
Iowa Tribe of Oklahoma
335588 E. 750 Rd
Perkins, OK 74059

Lynn Williams
Chair
Kaw Nation
PO Box 50
Kaw City, OK 74641

Lester Randall
Chairman
Kickapoo Tribe of Indians of the Kickapoo
Reservation in Kansas
824 111th Drive
Horton, KS 66439

Clyde Estes
Chairman
Lower Brule Sioux Tribe
PO Box 187
Lower Brule, SD 57548

Donna Fisher
President
Northern Cheyenne Tribe of the Northern
Cheyenne Indian Reservation, Montana
PO Box 128
Lame Deer, MT 59043

Teanna Limpy
THPO
Northern Cheyenne Tribe of the Northern
Cheyenne Indian Reservation, Montana
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Lame Deer, MT 59043

Kevin Killer
President
Oglala Sioux Tribe
PO Box 2070
Pine Ridge SD 57770

Thomas Brings
THPO
Oglala Sioux Tribe
PO Box 2070
Pine Ridge SD 57770

Leander Merrick
Chairman
Omaha Tribe of Nebraska
PO Box 368
Macy, NE 68039

Dwight Howe
THPO
Omaha Tribe of Nebraska
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Macy, NE 68039

John R. Shotton
Chairman
Otoe-Missouria Tribe of Indians
8151 Hwy 177
Red Rock, OK 74651

Elsie Whitehorn
THPO
Otoe-Missouria Tribe of Indians
8151 Hwy 177
Red Rock, OK 74651

Exhibit "D"

Walter Echo-Hawk
President
Pawnee Nation of Oklahoma
PO Box 470
Pawnee, OK 74058

Matt Reed
THPO Director
Pawnee Nation of Oklahoma
PO Box 470
Pawnee, OK 74058

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20 White Eagle Dr.
Ponca City, OK 74601

Staci Hesler
THPO
Ponca Tribe of Indians of Oklahoma
121 White Eagle Dr.
Ponca City, OK 74601

Rebecca Sullivan
Acting Chairman
Ponca Tribe of Nebraska
PO Box 288
Niobrara, NE 68760

Stacy Laravie
THPO
Ponca Tribe of Nebraska
PO Box 288
Niobrara, NE 68760

Joseph "Zeke" Rupnick
Chairperson
Prairie Band Potawatomi Nation
16281 Q Road
Mayetta, KS 66509

Raphael Wahwassuck
THPO
Prairie Band Potawatomi Nation
16281 Q Road
Mayetta, KS 66509

Rodney Bordeaux
President
Rosebud Sioux Tribe of the Rosebud
Reservation
PO Box 430
Rosebud, SD 57570

Ione Quigley
THPO
Rosebud Sioux Tribe of the Rosebud
Reservation
PO Box 809
Rosebud, SD 57570

Tiauna Carnes
Chairperson
Sac & Fox Nation of Missouri in Kansas and
Nebraska
305 North Main ST
Reserve, KS 66434

Gary Bahr
THPO
Sac & Fox Nation of Missouri in Kansas and
Nebraska
305 North Main ST
Reserve, KS 66434

Justin Wood
Principal Chief
Sac & Fox Nation, Oklahoma
920883 South Highway 99 Building A
Stroud, OK 74079

Chris Boyd
THPO
Sac & Fox Nation, Oklahoma
920883 South Highway 99 Building A
Stroud, OK 74079

Exhibit "D"

Judith Bender
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Tama, IA 52339

Johnathan Buffalo
THPO Director
Sac & Fox of the Mississippi in Iowa
349 Meskwaki Rd
Tama, IA 52339

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108 Spirit Lake Ave West
Niobrara NE 68760

Misty Flowers
THPO
Santee Sioux Nation
425 Frazier Ave N Ste 2
Niobrara NE 68760

Mark Fox
Chairman
Three Affiliated Tribes of the Fort Berthold
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404 Frontage Rd
New Town, ND 58763

Allen Demaray
THPO
Three Affiliated Tribes of the Fort Berthold
Reservation, North Dakota
404 Frontage Rd
New Town, ND 58763

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Wichita and Affiliated Tribes (Wichita, Keechi,
Waco & Tawakonie), Oklahoma
Anadarko, OK 73005

Robin Williams
THPO
Wichita and Affiliated Tribes (Wichita, Keechi,
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Anadarko, OK 73005

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Winnebago, NE 68071

Sunshine Thomas-Bear
Tribal Historic Preservation Officer
Winnebago Tribe
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Yankton Sioux Tribe of South Dakota
PO Box 1153
Wagner, SD 57380

Kip Spotted Eagle
THPO
Yankton Sioux Tribe of South Dakota
PO Box 1153
Wagner, SD 57380

Ms. Judi M. gaiashkibos
Executive Director
Nebraska Commission on Indian Affairs
PO Box 94981
Lincoln, NE 68509

Appendix C

Activities that are Undertakings with *no potential to cause effects to historic properties* pursuant to 36 CFR §800.3(a)(1). Projects of this type shall be reviewed for applicability and documented as a Tier I project, undertakings with *No Potential to Cause Effects to Historic Properties*.

	1. Acquisition of scenic easements.
	2. Grants for training, education and research programs which do not involve construction or ground-disturbing activities.
	3. Purchase of equipment or materials which do not involve construction.
	4. Ridesharing activities.
	5. Visual bridge inspections. Includes collection of physical samples (e.g., paint chips, timber pile cores) from the bridge structure. Note per the Bridge Inspection Minor CE: Soil adjacent to substructure components can be removed and replaced using hand tools. Excavations, limited to two feet in depth and within one foot of substructure components, are permitted to verify the condition of the substructure and/or aid in sample collection.
	6. Approvals for disposal of excess ROW or for joint or limited use of the ROW previously purchased with federal funds, provided no properties over 50 years old are located on the property.
	7. Acquisition of land for hardship or protective purposes. Hardship and protective buying will be permitted only for a particular parcel or a limited number of parcels, as long as those parcels do not contain properties over 50 years old.

Appendix D

Actions or Activities (Undertakings) with Minimal Potential to Cause Effects which result in an effect determination of *No Historic Properties Affected*

Per Stipulation VII.B(3)(a) of the Agreement, certain NDOT transportation projects constitute an undertaking, as defined in 36 CFR 800.16(y) but pose little potential to affect historic properties included in or considered eligible for listing on the NRHP due to the nature of the activity and the specific scope of work. Projects of this type shall be reviewed for applicability and processed as a Tier II project; *no historic properties affected. This determination shall be documented on the "NDOT Tier II PQS Memo, Undertakings with Minimal Potential to Cause Effects form (Attachment A).*

Definitions and Requirements:

1. Historic Properties = NRHP Eligible or Listed Buildings, Districts, Objects, Sites, Structures
2. No activity can involve the acquisition of additional Right of Way (ROW) or easement (activities must be restricted to existing disturbed ROW and/or and permanent easements). Right of Entry is exempt as long as clearing, grubbing, or ground disturbance shall not occur.
3. If an activity is not on the list below, it does not qualify as exempt and must go through Section 106 review as described in Stipulation VIII of the Agreement.
4. A project that involves more than one of the activities found in Appendix D may still meet the scope and applicability of Appendix D unless other elements of the project require a higher level of effort, i.e., fieldwork. No activity can be a subset of a larger activity.
5. No new earthwork activity may occur on federal property or federally granted easement.
6. For the purposes of this Appendix, previously disturbed soils are present within the roadway prism and are generally found between the toe of roadway fill slopes, to the depth of previous disturbance or depth of roadway fill.

A. Grading and Earthwork	
1	Grading within the hinge point, not to exceed the depth of the existing fill. Ground disturbance is limited to existing fill material or previously disturbed soils.
2	Addition of fill material to expand existing fill slopes.
3	Sediment Removal and Scour Repair to as-built condition. Includes culvert cleaning, shoulder reconstruction, slide/slump debris removal, repair of erosional feature by filling voids, ditch cleanout to constructed elevation. Ground disturbance is limited to existing fill material or previously disturbed soils.
B. Lighting and Traffic Control	
1	Traffic signals, intersection lighting, pedestrian signals, Dynamic Message Signs (DMS) underpass lighting or railroad lighting within existing Right of Way (ROW). Conditions: in kind repair/replacement and/or ground disturbance is limited to existing fill material.
2	Repair, replace, or upgrade existing Signal Control Boxes or Junction Boxes. Applies to existing boxes only.
3	Installation and operation of Intelligent Transportation System elements such as cameras, weather stations, and traffic counters. Installation in existing fill material, previously disturbed soils or within existing conduit, and/or installation is on existing poles.
4	Pavement Marking. Does not occur on historic or NRHP eligible brick streets or highways.
5	Maintenance and replacement of highway signs on existing poles, new sign installation within existing fill material.
6	Improving existing bicycle and pedestrian lanes and paths on their existing alignments. Ground disturbance is limited to existing fill material.

Exhibit "D"

7	Repair, replace, reset or upgrade of electronic variable message signs, traffic sensors, closed circuit television cameras, and highway advisory radio systems including remote controlled flashing signs support structures. Ground disturbance is limited to existing fill material.
	C. Asphalt and Concrete
1	Crack sealing, patching, pothole repair, overlaying, milling, resurfacing (including full depth replacement), in-place pavement recycle, diamond grinding, armor coat/chip seal (AST/BST), fog/slurry seal, microsurfacing, grooving, spall repair, joint sealing, installation of rumble strips, and pavement marking. This activity does not include actions on brick streets, brick highways, historic roads, or historic bridges. The maintenance or rehabilitation is limited to the existing surfaced areas with only minimal/negligible surface expansion, is the same as the existing vertical and horizontal alignments of the roadway, no ditching or drainage work is included. All staging areas can be limited to existing paved or previously disturbed surfaces only (e.g., surfaces with little to no vegetation due to previous disturbance). Ground disturbance is limited to existing fill material.
2	Shoulder and median repair and installation, all within the toe-of-slope: Includes shoulder building through the addition of pavement to existing shoulder, construction of turn lanes, bike lanes and medians, beveled edges and trench widening. Shoulder: Equipment must be confined to existing roadway and shoulder. Median: all activities are in existing median.
3	In kind Repair / Replacement of existing features such as curbs and gutters, sidewalks, ADA ramps and other features, within the existing Right of Way. Does not apply adjacent to a historic building or within a historic district.
4	ADA Ramp: Installation of ADA ramps within the existing Right of Way. Does not apply adjacent to a historic building or within a historic district.
	D. Bridges and Culverts (Not applicable to historic bridges, culverts or associated historic features)
1	Painting, cleaning, repair and replacement of bridge railings and associated guardrails.
2	Bridge deck repair or replacement. Includes: expansion joints, patching spalled areas, overlaying and repairing, timber plank replacement, milling and resurfacing, silica fume overlays.
3	Bridge Drainage System, in-kind repair or replacement. Includes plugging pipe, and repair/replacement of riprap, gabion structures, and concrete slabs within their existing footprint. Soil disturbance, including access to the structures, must be limited to fill areas or previously disturbed soils
4	Bridge Substructure, Pile Encasement. Reinforcement of piles with concrete sheaths including: addition of concrete encasement approximately 6 inches in diameter, placement of temporary fill for dewatering activities, Placement of coffer dams for dewatering activities. Soil disturbance, including access to the structures, must be limited to fill areas or existing disturbed areas.
5	Bridge Substructure, Abutment Slope Repair. In kind repair and/or replacement of existing concrete abutments. Soil disturbance, including access to the structures, must be limited to fill areas or existing disturbed areas.
6	Replacement or construction of portions of a bridge below the superstructure including all or part of the following foundation elements: abutments, undermined abutment caps, columns, wall piers, footings and pile caps. Soil disturbance, including access to the structures, must be limited to fill areas or existing disturbed areas.
7	Bridge Substructure: Repair. Includes the following activities: removal of concrete and rebar and the subsequent setting of pre-stressed concrete or steel beams placing of framework, rebar, and concrete. Soil disturbance, including access to the structures, must be limited to fill areas or existing disturbed areas.

Exhibit "D"

8	Heat straightening and/or in-kind replacement of damaged steel beams. Soil disturbance, including access to the structures, must be limited to fill areas or existing disturbed areas.
9	Curb and Flume, Repair / Replacement / Installation. Soil disturbance, including access to the structures, must be limited to fill areas or existing disturbed areas.
E. Incidental Construction	
1	Bike / Scooter Stations, installation upon or within existing right-of-way when outside historic districts and not directly adjacent to historic properties.
2	Electric Charging Stations when located outside historic district boundaries and not located directly adjacent to historic properties.
3	Underground Utility Conduit, installation. Within existing fill material or previously disturbed soils.
4	Utility Poles and Underground Utilities, replacement, relocation, installation. Within existing fill material or previously disturbed soils.
5	Repair, replacement, or installation of highway safety hardware including guardrail, end terminals, attenuators, median barriers, and cable barriers. Work is within existing roadway toe-of-slope or in the median of a divided highway. Does not apply to historic bridges.
6	Repair / Maintenance of ROW fencing, limited to repair/replacing fence wire and fence posts only at existing fence post locations. Does not apply if grading is required.
F. Railroad	
1	Repair / Replacement of at-grade railroad crossing gates, lights, signs and the rail crossing driving surface. Work is limited to in kind replacement/repair and ground disturbance is limited to existing fill material or previously disturbed railroad Right of Way.
2	Repair, replace, or upgrade the crossing surface between the railroad tracks and ten feet outside the railroad tracks.
3	Repair, replace, reset, or upgrade of highway safety improvements including automatic flashing lights and gates, warning bells, and constant warning time track circuitry (train detection to activate lights and gates).
G. Miscellaneous	
1	Improvements to existing maintenance facilities, rest areas (excluding I-80 rest areas), and truck weigh stations less than 50 years old. Limited to improvements to the buildings and parking areas themselves and does not include disturbance to the total grounds of the facility.
2	Mowing or brush removal/trimming. Hand trimming, stumps are left in place. Does not apply when work occurs adjacent to or within the boundary of a historic property.
3	Activities that remain entirely within the roadway/trail cross-sections and fill locations that existed prior to an emergency event.

Attachment A
NDOT Section 106 PQS Forms



**Section 106 Tier I PQS Memo
No Potential to Cause Effects to Historic Properties**

Control No:		Project No:		Project Name:	
Date of Project Description:				Project Location:	

NDOT PQS Project Effects Determination:			
NDOT PQS Signature:			Date:

Activities that are Undertakings with *no potential to cause effects to historic properties* pursuant to 36 CFR §800.3(a)(1).

	1. Acquisition of scenic easements.
	2. Grants for training, education and research programs which do not involve construction or ground-disturbing activities.
	3. Purchase of equipment or materials which do not involve construction.
	4. Ridesharing activities.
	5. Visual bridge inspections. Includes collection of physical samples (e.g., paint chips, timber pile cores) from the bridge structure. Note per the Bridge Inspection Minor CE: Soil adjacent to substructure components can be removed and replaced using hand tools. Excavations, limited to two feet in depth and within one foot of substructure components, are permitted to verify the condition of the substructure and/or aid in sample collection.
	6. Approvals for disposal of excess ROW or for joint or limited use of the ROW previously purchased with federal funds, provided no properties over 50 years old are located on the property.
	7. Acquisition of land for hardship or protective purposes. Hardship and protective buying will be permitted only for a particular parcel or a limited number of parcels, as long as those parcels do not contain properties over 50 years old.

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by NDOT pursuant to 23 USC 326 and the First Renewed Memorandum of Understanding dated September 17, 2021, and executed by FHWA and NDOT.

This undertaking has been reviewed under the programmatic agreement entitled Programmatic Agreement Among the Federal Highway Administration, the Nebraska State Historic Preservation Officer, the Advisory Council on Historic Preservation and the Nebraska Department of Transportation to Satisfy the Requirements of Section 106 for the Federal Aid Highway Program in the State of Nebraska (January 2023) and meets the requirements to be considered a Tier I Project.



**Section 106 Tier II PQS Memo
Undertakings with Minimal Potential to Cause Effects
No Historic Properties Affected**

Control No:		Project No:		Project Name:	
Date of Project Description:				Project Location:	

NDOT PQS Project Effects Determination:	<i>no historic properties affected</i>		
NDOT PQS Signature:		Date:	

Per Stipulation VII.B(3)(a) of the Programmatic Agreement Among The Federal Highway Administration, The Nebraska State Historic Preservation Officer, *The Advisory Council on Historic Preservation*, and *The Nebraska Department of Transportation To Satisfy The Requirements of Section 106 For The Federal-Aid Highway Program In the State of Nebraska*, certain NDOT transportation projects constitute an undertaking, as defined in 36 CFR 800.16(y) but pose little potential to affect historic properties included in or considered eligible for the NRHP due to the nature of the activity and the specific scope of work. Projects of this type shall be reviewed for applicability, and documented as a Tier II project, *no historic properties affected*, using this form.

Appendix D Section and Item Number(s) associated with this Project:

Section _____ Item No. _____

Tribal Consultation:

THPO/ Tribes	Correspondence Sent (date)	THPO/Tribal Response (date)	Comments

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by NDOT pursuant to 23 USC 326 and the First Renewed Memorandum of Understanding dated September 17, 2021, and executed by FHWA and NDOT.

This undertaking has been reviewed under the programmatic agreement entitled Programmatic Agreement Among the Federal Highway Administration, the Nebraska State Historic Preservation Officer, the Advisory Council on Historic Preservation and the Nebraska Department of Transportation to Satisfy the Requirements of Section 106 for the Federal Aid Highway Program in the State of Nebraska (January 2023), and meets the requirements to be considered a Tier II Project, Minimal Potential to Cause Effects.



**Section 106 Tier II PQS Memo
No Historic Properties Affected**

Control No:		Project No:		Project Name:	
Date of Project Description:				Project Location:	

NDOT PQS Project Effects Determination:			
NDOT PQS Signature:			Date:

Tribal Consultation:

THPO/ Tribes	Correspondence Sent (date)	THPO/Tribal Response (date)	Comments

CLG Consultation:

CLG	Correspondence Sent (date)	CLG Response (date)	Comments

Other Consulting Parties	Correspondence Sent (date)	Response (date)	Comments

Area of Potential Effects (APE)
APE considered is consistent with 36 CFR 800.16(d) – (Y/N):

Summary of Archeological Investigations

Exhibit "D"

Summary of Architectural / Structural Investigations

Historic Properties Identified Within APE (leave blank if none):

Property	ROW Needed? (Specify Type & Amount)

Sensitive Areas (leave blank if none):

Property	Address	STA	MM - MM

These Sensitive Area(s) shall be indicated on project plans. (Design)
No grading or project activities, including but not limited to, working, staging, borrowing, stockpiling, or storing material and/or equipment, shall occur within the boundary of the Sensitive Area(s). (Contractor)

Provide narrative to support <i>no historic property affected</i> finding of effect

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by NDOT pursuant to 23 USC 326 and the First Renewed Memorandum of Understanding dated September 17, 2021, and executed by FHWA and NDOT.

This undertaking has been reviewed under the programmatic agreement entitled Programmatic Agreement Among the Federal Highway Administration, the Nebraska State Historic Preservation Officer, the Advisory Council on Historic Preservation and the Nebraska Department of Transportation to Satisfy the Requirements of Section 106 for the Federal Aid Highway Program in the State of Nebraska (January 2023) and meets the requirements to be considered a Tier II Project.

NEBRASKA

DEPARTMENT OF TRANSPORTATION **Section 106 Tier III PQS Memo**
No Adverse Effect (or) Adverse Effect

Control No:		Project No:		Project Name:	
Date of Project Description:				Project Location:	

NDOT PQS Project Effects Determination:			
SHPO Concurrence:			Date:
NDOT PQS Signature:			Date:

Tribal Consultation:

THPO/ Tribes	Correspondence Sent (date)	THPO/Tribal Response (date)	Comments

CLG Consultation:

CLG	Correspondence Sent (date)	CLG Response (date)	Comments

Other Consulting Parties	Correspondence Sent (date)	Response (date)	Comments

Area of Potential Effects (APE)
APE considered is consistent with 36 CFR 800.16(d) – (Y/N):

Summary of Archeological Investigations

Exhibit "D"

Summary of Architectural / Structural Investigations

Historic Properties Identified Within APE:

Archeological Site	ROW Needed? (Specify Type & Amount)	Architectural Property	ROW Needed? (Specify Type & Amount)

Sensitive Areas:

	MM - MM		MM – MM

This/these Sensitive Area(s) shall be indicated on project plans. (Design)
No grading or project activities, including but not limited to, working, staging, borrowing, stockpiling, or storing material and/or equipment, shall occur within the boundary of the Sensitive Area(s). (Contractor)

Provide narrative supporting no adverse effect finding, or detail efforts to avoid an adverse effect finding:

Summarize mitigation:

Section 4(f): significant archeological site(s) within APE warranting preservation in place:

Archeological Site	Comment

The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by NDOT pursuant to 23 USC 326 and the First Renewed Memorandum of Understanding dated September 17, 2021, and executed by FHWA and NDOT.

This undertaking has been reviewed under the programmatic agreement entitled Programmatic Agreement Among the Federal Highway Administration, the Nebraska State Historic Preservation Officer, the Advisory Council on Historic Preservation and the Nebraska Department of Transportation to Satisfy the Requirements of Section 106 for the Federal Aid Highway Program in the State of Nebraska (January 2023), as amended, and meets the requirements to be considered a Tier III Project.

Attachment B

NDOT Standard Specification 107.10 – Archaeological and Paleontological Discoveries (2017)

Should the contractor encounter any fossils, meteorites, Native American relics, or other articles of historical or geological interest, such articles shall become the property of the State. The Engineer shall be promptly notified when any such articles are uncovered, and the Contractor shall suspend operations in the area involved until such time that arrangements are made for their removal and preservation.

14.F. Resolution No. R26-14 approving professional services agreement with Alfred Benesch & Company in an amount not to exceed \$58,616 for study and design phase services for Lift Station No. 28 (35th Avenue south of 26th Street). CIP #21-81

DRAFT

RESOLUTION NO. R26-14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES WITH ALFRED BENESCH & COMPANY IN AN AMOUNT NOT TO EXCEED \$58,616 FOR CONSULTING SERVICES FOR LIFT STATION NO. 28, 35TH AVENUE SOUTH OF 26TH STREET; A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the city selected Alfred Benesch & Company through the standard selection process to provide sanitary sewer lift station on-call professional services; and

WHEREAS, Resolution No. R24-46 approved Alfred Benesch & Company professional service agreement for design and bidding phase services; and

WHEREAS, the sanitary sewer lift station replacement project follows the public works department recommendation; and

WHEREAS, on-call engineering services for this project can be provided by Alfred Benesch & Company as set out in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, that an Agreement Between Owner and Engineer for Professional Services with Alfred Benesch & Company in an amount not to exceed \$58,616 for consulting services for Lift Station No. 28, 35th Avenue south of 26th Street, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

MAYOR

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY CLERK

The City of **Columbus**

MEMORANDUM

DATE: January 14, 2026
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Lift Station No. 28, 35th Ave south of 26th St – Agreement between Owner and Engineer for Professional Services with Benesch

RECOMMENDATION:

I recommend approval of the Professional Services Agreement with Alfred Benesch & Company for design and bidding phase services and geotechnical soils evaluation for Lift Station No. 28, 35th Avenue south of 26th Street.

DISCUSSION:

Benesch is the City's selected on-call lift station design professional.

The agreement continues the model lift station design and construction phase services for sanitary sewer lift station. Services include the evaluation of the service area including any undeveloped properties. The lift station will remove the existing sanitary sewer siphons under the 33rd Avenue storm sewer, which will result in cost savings of maintenance by the Public Works Department.

Design and bidding phases to be completed within this fiscal year. It is anticipated that construction may need to be part of next fiscal year construction.

FISCAL IMPACT:

Amount not to exceed \$58,616. Part of 2025-2026 CIP 21-81 in the amount of \$550,000. A portion of the 2026-2027 annual lift station replacement CIP may need to be used on this project.

ALTERNATIVE:

Do not approve

SIGNATURE:

By: Richard J. Bogus

Approved By: [Signature]



CONSULTING SERVICES AGREEMENT

Table with 2 columns: Client Information and Project Information. Rows include Client Name (City of Columbus), Address (2500 14th Street, Suite 3, PO Box 1677, Columbus, NE 68602-1677), Telephone (402-562-4235), Client Contact (Rick Bogus), Client Job No., Project Name (Columbus, NE), Project Location (Lift Station Behind Super Saver Preliminary Design, 23rd Street and 33rd Ave.), Consultant PM (Terry Brown), and Consultant Job No.

This AGREEMENT is made by and between City of Columbus, NE, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows d(or shown in Attachment A):

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

- Attachment A: Scope of Services and Fee Estimate
Attachment B: Schedule of Unit Rates
Attachment C: Site Exhibit

or

- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

- BY LUMP SUM: \$
BY TIME AND MATERIALS: \$58,616.
BY OTHER PAYMENT METHOD (See Attachment A): \$
AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

CLIENT

ALFRED BENESCH & COMPANY

BY: AUTHORIZED REPRESENTATIVE

BY: Anthony Dirks AUTHORIZED REPRESENTATIVE

PRINT NAME:

PRINT NAME: Anthony Dirks, P.E.

TITLE:

TITLE: Senior Vice President

DATE: , 2026

DATE: January 12, 2026

BENESCH OFFICE: Lincoln

ADDRESS: 200 S 21st Street, Suite 300

Lincoln, NE 68510



GENERAL TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 Scope of Services and Fees

The Services to be performed by Consultant and the associated fee are set forth on the signature page or in Attachment A, Scope of Services and Fee Estimate, attached hereto, or, if applicable, by using serially numbered Work Authorizations. The Scope of Services and Fee Estimate is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope of Services and Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by Consultant shall not be exceeded unless authorized in writing by Client. The intent of the Scope of Services is to identify the Services to be provided by Consultant; provided, however, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for the Services and direct expenses shall be based on the Method of Payment identified on the signature page to this Agreement or serially numbered Work Authorizations attached hereto and made a part of this Agreement.

2.2 Payment for Consultant's Services

2.2.1 Payment

Payment for the Services rendered by Consultant shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, Attachment B, attached hereto.

2.2.2 Chargeable Time

Chargeable time for the Services is that portion of time devoted by Consultant's personnel to provide the Services. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight (8) hours per day and five (5) days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel time from Consultant's office to an assigned Project site, and return to Consultant's office, is chargeable time; or, if more economical for Client, Consultant shall lodge its personnel overnight near the Project site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar

week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the Services Consultant is to perform; Laboratory Tests and related reports necessary for the Services Consultant is to perform, either by Consultant or by an outside service for Consultant; Special Equipment expenses including the costs of Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the Services; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all Services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all Services rendered and Direct Expenses under this Agreement and a final invoice upon completion of the Services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after the date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend the Services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of the Services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The hourly rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

The Parties obligations to perform under this Agreement shall extend from the Effective Date set forth on the signature page until terminated by either Party.

3.2 Abandonment of Services

Client shall have the absolute right to abandon any Services in Attachment A, or any Work Authorization attached hereto, or to change the general scope of the Services at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination for Cause

Either Party may terminate this Agreement for cause upon written notice to the defaulting Party stating the basis for the termination; provided, however, the defaulting Party shall have seven (7) days to cure the default. The termination will be effective seven (7) days after delivery of the written notice if the basis for the termination has not been cured. In the event of termination by Consultant caused by Client's default, Client shall pay for all Services performed by Consultant prior to the effective date of the termination, including all Project termination expenses, collection fees, and legal expenses. Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to Client upon receipt of final payment. In the event of termination by Client caused by Consultant's default, Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of

the Services as of the date of the termination and provide information and documents developed under the terms of this Agreement to Client. Upon receipt of all other information and documents, Client shall pay Consultant for all Services performed prior to the effective date of the termination.

3.3.2 Termination for Convenience

Either Party may, in its sole discretion, terminate this Agreement for convenience at any time. In the event of such termination, the terminating Party will promptly notify and confirm the termination in writing to the other Party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the Services performed by Consultant and the status of the Services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to Client upon receipt of final payment from Client.

3.4 Payment for Services Upon Abandonment or Agreement Termination

If Client abandons any of the Services in Attachment A or any Work Authorization attached hereto, or terminates this Agreement, Consultant shall be paid on the basis of Services completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the Services completed shall be made in accordance with Section 2.

3.5 Liability for Incomplete Documents

Neither Consultant nor its subconsultants shall be responsible for any errors or omissions in documents which are incomplete as the result of an early termination under this Agreement.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the Services provided by Consultant hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under Client's control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting Client's property and the conduct of its employees thereon.

4.1.3 Consultant understands and agrees that in the performance of the Services and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents and subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible

for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by Consultant's insurance provider that during the time any Services are being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of any insurance coverage shown on such certificate in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name Client as an additional insured on Consultant's commercial general liability insurance policy.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other Party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other Party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other Party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of the Services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Consultant except as otherwise provided

herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional Standard of Care as defined herein to comply with, and shall cause its subconsultants to comply with, applicable and non-conflicting federal, state, and local laws, orders, rules, and regulations in effect at the time the Services are rendered and relating to Consultant's performance of the Services hereunder. If any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, order, rule, regulation, ordinance, or decree applicable to the Services, Consultant will immediately report such discrepancy or inconsistency to Client and will conform the Services to any orders or instructions issued by Client. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Consultant hereby affirms its support of anti-discrimination and that it is an equal opportunity employer and complies with Title VII of the Civil Rights Act of 1964, and the provisions of Section 503 of the Rehabilitation Act of 1973; Section 4212 of the Vietnam Era Veterans Readjustment Act of 1974; 41 CFR Part 60, specifically subparts 60-1.4, 60-250.5, 60-300.5, 60-741.2, and 60-741.5; and other applicable regulations and orders of the Department of Labor relating thereto. All such regulations are incorporated herein by reference and made a part of this Agreement as if set forth in their entirety. Consultant further affirms that it and its subconsultants shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). **These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, age, height, weight, color, religion, sex, sexual preference/orientation, marital status, citizen status, ancestry, or national origin. Moreover, these regulations require that covered consultants and subconsultants when making decisions regarding employment of qualified individuals and without regard to race, color, religion, sex, national origin, protected veteran status, or disability.** Additionally, Consultant affirms it is its policy to treat employees equally with respect to compensation, advancement, promotions, transfers, and all other terms and conditions of employment and that minorities will be afforded full opportunity to submit a proposal and will not be discriminated against on the basis of race, color, or national origin in consideration for an award. Consultant further affirms completion of applicable governmental employer information reports, including

EEO-1 and VETS-100 reports.

4.4.3 Consultant certifies that it agrees to use the E-Verify Program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), to verify that all persons it hires during the term of this Agreement are legally present and authorized to work in the United States. Consultant further acknowledges that failure to comply with the laws referenced herein shall constitute a material breach of this Agreement and Client shall have the discretion to unilaterally terminate said Agreement immediately. In the event any Services are sublet, Consultant shall obtain similar certifications from each subconsultant.

4.4.4 Consultant shall maintain a drug-free workplace in accordance with the provisions of the Drug Free Workplace Act of 1988.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for Consultant to perform the Services.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project. Ownership of the instruments of service shall transfer to Client upon Consultant's receipt of payment in full for all Services completed under this Agreement. Notwithstanding the foregoing, all Consultant pre-existing materials, including pre-existing details, specifications, software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts and knowhow of Consultant that existed before the commencement of the Services and which are included in any instruments of service generated by Consultant under this Agreement (collectively, the "Pre-Existing Materials"), shall remain the property of Consultant. Consultant grants to Client (as an exception to the transfer and assignment provided in this Agreement) a non-exclusive, world-wide, royalty-free right and license to use the Pre-Existing Materials for completion of the Project.

4.5.3 Any instruments of service are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Any reuse without written verification or adaptation by

Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom. Any verification or adaptation by Consultant will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.5.4 Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing the Services, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make Consultant or its personnel in any way responsible for those duties that belong to Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Project documents and any health or safety precautions required by such construction work. Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Services includes construction observation, Consultant shall keep Client reasonably informed about the progress and quality of the portion of the construction work completed, and report to Client (1) known deviations from the Project documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the construction work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the Project documents.

4.7 Opinions of Costs, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein, as appropriate, are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty, express or implied, that Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction Costs, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the Services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's Services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event this Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that, in Consultant's sole judgment, are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for any additional costs for taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant

any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform the Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of the Services, and it is agreed that the quality of the Services shall be judged solely as to whether the Services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes the Services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant, it is determined there is a deficiency that fails to meet the Standard of Care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000, whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that, to the fullest extent permitted by law, neither Party shall be liable to the other Party for any special, indirect, or consequential damages whatsoever, whether caused by either Party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

5.4.1 Professional Liability

Consultant shall indemnify and hold harmless Client, its officers, directors, and employees, from and against all judgments, losses, damages, costs, and expenses (including reasonable

attorney's fees) (hereinafter collectively referred to as "Liabilities"), to the extent caused by any Negligent Acts, Errors, or Omissions by Consultant or any person or organization for whom Consultant is legally liable in the performance of Professional Services under this Agreement. For purposes of this professional liability indemnification obligation, (a) Professional Services in this subsection 5.4.1 shall mean those services performed by a licensed professional employed by Consultant or any person or organization for whom Consultant is legally liable, and (b) Negligent Acts, Errors, or Omissions shall mean any negligent acts, errors, or omissions in the performance of Professional Services by Consultant or any person or organization for whom Consultant is legally liable that causes Liabilities and fails to meet the Standard of Care.

5.4.2 General Liability

Consultant shall indemnify, defend, and hold harmless Client, its officers, directors, and employees, from and against all demands, claims, losses, damages, costs, and expenses (including reasonable attorney's fees), due to bodily injury (including death) or property damage to the extent caused by any negligent acts, errors, or omissions by Consultant or any person or organization for whom Consultant is legally liable.

5.4.3 Limitation of Liability

Consultant's Professional Liability and General Liability indemnification obligations shall be subject to any limitations of liability contained in this Agreement and shall survive any termination of this Agreement.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's Services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either Party herein shall be in writing and shall be served either personally or by registered or

certified mail addressed to the signing Party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the Parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement.

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either Party, then the Parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either Party. Unless the Parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other Party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the Parties. Cost of mediation shall be shared equally between the Parties and shall be held in a location mutually agreed upon by the Parties. The Parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the Parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the Project is located.

6.6 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the Project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.7 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the Parties and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

x ***Supplemental Condition is incorporated herein when the applicable box is checked.***

x **S.1 Location of Underground Utilities**

It shall be Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

x **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

x **S.3 Disposition of Samples and Equipment**

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and

disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no

responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.



EXHIBIT A

WORK AUTHORIZATION NO. _____

PROJECT NO. _____ DATE _____, 20____

PROJECT NAME _____

CLIENT _____

CLIENT PM _____ CONSULTANT PM _____

PHONE NO. _____ PHONE NO. _____

SCOPE OF SERVICES

This WORK AUTHORIZATION Number _____, with the AGREEMENT dated _____, 20____, between _____, herein called CLIENT and Alfred Benesch & Company herein called CONSULTANT, constitutes the express authority given CONSULTANT by CLIENT to do work as follows (or as shown in Attachment A):

The following are attached to and hereby made a part of this WORK AUTHORIZATION:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- _____
- _____

FEE ESTIMATE

CONSULTANT will perform the Scope of Services described above or in Attachment A, and invoice monthly as noted below in accordance with the selected payment method:

- CLIENT will pay a Fee based on a **Time and Materials** not to exceed \$_____ and invoice using Attachment B: Schedule of Unit Billing Rates.
- CLIENT will pay a **Lump Sum** Fee of \$_____ and invoice using a percentage completed basis.
- CLIENT will pay by another method as described: _____

CLIENT

ALFRED BENESCH & COMPANY

BY: _____
AUTHORIZED REPRESENTATIVE

BY: _____
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____, 20____

DATE: _____, 20____

BENESCH OFFICE: _____

ADDRESS: _____

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

ATTACHMENT A

Scope of Services

Columbus Lift Station Behind Super Saver Preliminary Design

Project Description:

The proposed lift station project near the new Super Saver at the northwest corner of 23rd Street (Hwy 30) and 33rd Avenue in Columbus, NE, is part of ongoing sanitary sewer system improvements. The project's objectives align with the City's efforts to upgrade its sewer infrastructure and eliminate operational inefficiencies like siphons.

Project Context & Objectives

The primary goal is to remove existing sanitary sewer siphons crossing the box culverts in 33rd Avenue, specifically near 27th Street and a secondary one near 25th Street. Siphons in sewer systems can be maintenance-intensive, and their removal improves system efficiency and reliability.

Key project components include:

- Constructing a new lift station (potentially around Lot 3 of the Super Saver Subdivision) to pump wastewater.
- Redirecting sanitary flow from the 27th Street area to the new lift station.
- Installing a force main to connect this flow to the existing sanitary sewer on the east side of the storm sewer in the center of 33rd Avenue

TASK 1. Project Management

Benesch Project Manager will serve as point of contact, maintain project schedule and budget, and be responsible for coordinating work. Provide regular progress reports with invoices. PM will schedule review meetings to receive comments from the City of Columbus.

TASK 2. Study Phase Services

A. *Review of Existing Facilities and Data*

Benesch will review and evaluate pertaining sanitary sewer system (network and survey) and wastewater flows provided by the city. Record drawings of existing facilities, existing maps, previous studies and reports, and other pertinent data will be analyzed.

B. *Sewer Flow Projections*

Projected sewer flows will account for population growth and any expected residential, commercial, and industrial growth. Average and peak hourly flow will be reviewed, utilized, and projected to determine design flow conditions for proposed rehabilitation or replacement of the lift stations.

C. *Preliminary Alignments Alternatives and Lift Station*

A preliminary report will be delivered to the city which will contain schematic layouts, design criteria, alternate solutions (including build in place or package lift stations), cost estimates, cost effectiveness analysis, benefit to cost analysis, and preliminary recommendations.

D. *Study Phase Meeting*

After completion of the review of the data, a conceptual layout of gravity collection alternatives and force main alignment will be discussed with the city staff. A final recommendation will be determined based on the preliminary data available and determine the alternative and alignments of the wastewater collection gravity mains, force main and lift station location

E. *Geotechnical Investigation*

Benesch will conduct a subsurface soil investigation of the site to determine design foundation bearing capacity, dewatering requirements for new construction, and any soil-related constructability issues. Three bore locations will be included to include the lift station location, gravity main and forced main locations.

TASK 3. Design Phase Services

A. *Design Initiation Meeting*

The project manager will direct an initial design meeting with representatives of the city. At this meeting materials of construction, pump and control requirements, standby power requirements, land acquisition requirements, site, and security issues will be discussed and decided upon on a preliminary basis.

B. *Easement and Legal Description*

After selection by the city of the final location of the lift station site and alignment of gravity mains and force mains, we will determine the permanent and temporary construction easements required for the project with all surveys provided by the city. Once the easements are identified, the services for acquisition of the needed property will be determined and amended to the final design contract.

C. *Prepare 30% Design Drawings*

Prepare preliminary 30% design completion drawings from the Benesch team. These plans and estimates will incorporate any findings and recommendations from the preliminary investigation of the project.

D. *30% Progress Review Meeting*

The project manager will direct a 30% design meeting with representatives of the city. Subconsultants, if needed, will attend the meeting to ensure all

questions are addressed. The meeting will identify any issues of concern and discuss alternatives to consider for final design.

TASK 4. Easement and Legal Description

After selection by the city of the final location of the lift station site and alignments of gravity and force mains, our firm identify all permanent and temporary construction easements required for the project. The services for acquisition of easements if desired by the city will be determined and amended during final design.

FINAL DESIGN and CONSTRUCTION PHASE SERVICES

Final design and construction services to be amended to the project but would include items such as: Geotechnical investigation, easement acquisition, final design and specifications for the lift station and sanitary sewer mains, permitting, bidding, pre-construction conference, review contractor submittals, progress meetings, construction administration, project close out, record drawings and 11th month warranty review.

Schedule:

Kickoff Meeting: Jan 2025

Study Phase: 2 Month after NTP and completed preliminary topographic survey of the project area and flow data for existing sanitary sewer in the study area.

30% Design Phase: 2 Months after study phase.

Final Design, Bid Letting/Construction: (Depending on the City's desired bid schedule, timing of survey and ROW/Easement acquisition and available funding.)

**Fee Estimate
Preliminary Design Services
Columbus Lift Station behind Super Saver**

Description	Estimated Quantity	Unit Price	Amount
Preliminary Design			
Project Management			
Senior Project Manager	20.0 hr.	\$ 224.00 /hr.	\$ 4,480.00
Progress Meetings	8.0 hr.	\$ 224.00 hr	\$ 1,792.00
Study Phase			
Senior Project Manager	16.0 hr.	\$ 224.00 hr	\$ 3,584.00
Project Manger II	16.0 hr.	\$ 196.00 hr	\$ 3,136.00
Senior Technical Specialist	16.0 hr	\$ 153.00 hr	\$ 2,448.00
Designer II	40.0 hr	\$ 120.00 hr	\$ 4,800.00
Geotech Investigation			\$ 10,000.00
Design (30%)			
Senior Project Manager	12.0 hr.	\$ 224.00 /hr.	\$ 2,688.00
Project Manger II	24.0 hr.	\$ 196.00 /hr.	\$ 4,704.00
Senior Techical Specialist	40.0 hr.	\$ 153.00 /hr.	\$ 6,120.00
Designer II	80.0 hr.	\$ 120.00 hr	\$ 9,600.00
ROW and Easement Determination			
Senior Project Manager	4.0 hr.	\$ 224.00 /hr.	\$ 896.00
Senior Surveyor	16.0 hr.	\$ 153.00 /hr.	\$ 2,448.00
Designer II	16.0 hr.	\$ 120.00 hr	\$ 1,920.00
Design Services Lump Sum :	308		\$ 58,616

Exhibit C
Location Map



27th St

27th St

Schumacher,
Smejkal & Elm, PC

Family First Dental
of Columbus

Kendall, Crawford
& Reeker PC LLO

26th St

26th St

26th St

Suzy's Laundry Line

The Cumberland
Apartments

Redstone
Veterinary Clinic

25th St

Location of Proposed
Lift Station

Proposed Force Main

25th St

Super Saver

Legacy 23 Apartments

El Matador Cafe & Cantina
Mexican

Hampton Inn
Columbus NE

Super Saver, Columbus

O'Reilly Auto Parts
Auto parts store

Taco Bell
Fast Food

Starbucks

ChargePoint
Charging Station

23rd St

23rd St

First Nebraska B

15. ORDINANCES ON FIRST READING

15.A.Ordinance No. 26-02 amending Section 70.075 of Chapter 70 of Title VII of the Columbus City Code to add designees to the Traffic Control Device Committee.

ORDINANCE NO. 26-02

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING SECTION 70.075 OF CHAPTER 70 OF TITLE VII OF ORDINANCE NO. 24-01 (COLUMBUS CITY CODE) TO ADD DESIGNEES TO THE TRAFFIC CONTROL DEVICE COMMITTEE; REPEALING ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

WHEREAS, the Traffic Control Device Committee consists of the City Engineer, Police Chief, Streets Superintendent, and City Administrator; and

WHEREAS, the city desires to add “designees” to the committee to allow committee members to designate another staff member to attend the Traffic Control Device Committee meetings on their behalf or in their absence.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA:

Section 1. That Section 70.075 of Chapter 70 of Title VII of the Columbus City Code be amended and revised to read as follows:

§ 70.075 CITY COUNCIL TO REGULATE OR PROHIBIT TRAFFIC.

The City Council shall regulate or entirely prohibit traffic upon any street or portion thereof, and when regulated or prohibited, the Street Department shall place suitable signs, signals, or other devices upon the streets to indicate the regulation or prohibition. The regulation or prohibition of traffic contemplated in this section shall be undertaken by and through the creation of the Traffic Control Device Committee, consisting of the City Engineer, Police Chief, Streets Superintendent, and City Administrator, or designees, which shall be responsible for performing the following duties.

(A) The Traffic Control Device Committee shall be responsible for placement and maintenance of traffic control signs, signals, and devices when and as required under the traffic ordinances of this city, to make effective the provisions of such ordinances, and may place and maintain such additional traffic control devices, either temporary or permanent as may be necessary to regulate traffic under the traffic ordinances of this city or under state law to guide or warn traffic; may cause traffic control devices to be tested under actual conditions of traffic; shall conduct engineering investigations of traffic conditions and conduct engineering analysis of traffic accident and to devise remedial measures therefore in the city; and shall approve the installation of all street signs and traffic signals, and where traffic requirements dictate, initiate their installation.

(B) The Traffic Control Device Committee shall report to the Public Property, Safety, and Works Committee of the City Council quarterly on traffic regulation or

prohibition requests considered by the Traffic Control Device Committee and the actions taken on those requests. The Public Property, Safety, and Works Committee of the City Council reserves the right to review and hear appeals on actions taken by the Traffic Control Device Committee.

Section 2. This ordinance shall repeal all ordinances or portions thereof and in conflict herewith.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law. Publication shall be in pamphlet form as authorized by §16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the city office.

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ___ DAY OF _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Columbus Police Department
2330 14th St.
Columbus, NE 68601
402-564-3201
columbusne.us

Memorandum

Date: January 5, 2026

To: Tara Vasicek

From: Bret Strecker

RE: Appointment of Captain to attend Traffic Control Device Committee meetings

Recommendation: I would like to designate the Captain of Patrol to attend the Traffic Control Device Committee meetings.

Discussion: Having the Patrol Captain attend these meetings seems logical. They are the division that deals with traffic enforcement and hazards, and it seems that this position would have more direct contact with problems that need to be addressed.

Fiscal Impact: None

Alternative: Leave as is.

Concurrence:

By: _____

Signature:

By: *Bret Strecker* _____

Approved By: *[Signature]* _____

TRAFFIC-CONTROL DEVICES
§ 70.075 CITY COUNCIL TO REGULATE OR PROHIBIT TRAFFIC.

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