

City Council Regular Meeting via Conference Call. Access meeting by using Conference Call  
No. 415-762-9988 with the Meeting ID No. 236-678-6847  
Monday, June 1, 2020 7:00 PM  
Conference Call: 415-762-9988; Mtg. ID: 236-678-6847  
PO Box 1677  
Columbus, NE 68602

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

**84-1407. Act, how cited.**

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

**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.

**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.

(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, and (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;

(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) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

**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; or

(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.

(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.

**84-1411. Meetings of public body; notice; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body.**

(1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. 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 (a) twenty-four hours before the scheduled commencement of the meeting or (b) 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 meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public

power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

- (a) Reasonable advance publicized notice is given;
- (b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;
- (c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;
- (d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and
- (e)(i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or
- (ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

- (a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;
- (b) Reasonable advance publicized notice is given which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;
- (c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;
- (d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;

(g) The telephone conference call lasts no more than five hours; and

(h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that:

(i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and

(ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, 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 means of electronic or telecommunication equipment. 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 other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

**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, camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself.

(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 a telephone conference call 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;

(f) Reasonable arrangements are made to provide viewing at other in-state locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and

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

(8) Public bodies shall make available at the meeting or the in-state location for a telephone conference call or videoconference, 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. 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.

**84-1413. Meetings; minutes; roll call vote; secret ballot; 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, except as provided in subsection (6) of this section, and 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 the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

**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.

**Effective Date – September 1, 2019**

**Distributed by the League of Nebraska Municipalities**



2. **PRAYER**

3. **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.**

A. Minutes of May 18, 2020, City Council meeting.

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened on May 18, 2020, at 7 p.m.

Format of this meeting was by teleconference in open and public session in order to comply with social distancing guidelines due to the COVID-19 outbreak and was intended to follow the authorization of Executive Order No. 20-03 issued by Governor Ricketts on March 17, 2020.

Notice of this meeting was given in advance thereof by publication in the Columbus Telegram, 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 acknowledgement of receipt of notice being on file in the office of the city clerk. Availability of the agenda was communicated in the advance notice and in the notice to the mayor and city council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

1. **STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:** Mayor Bulkley announced that a copy of the Open Meetings Act was attached to the agenda packet and was accessible on the city's website. Participating in the teleconference meeting were Mayor James Bulkley and Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, Public Works Director Chuck Sliva, and Public Property Director Doug Moore.
2. **PRAYER:** Bahr led in prayer.
3. **CONSENT AGENDA:** Vasicek stated that the following items are considered routine by the city council and will be enacted by one motion. She pointed out that 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 Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
  - 3.A. **Minutes of May 4, 2020, City Council meeting.**
  - 3.B. **Resolution No. R20-44 approving application from Herbert H. Luchsinger Jr. and Diana M. Luchsinger for agricultural deferment of special assessments relating to Sewer Extension District No. 45 and Water Extension District No. 63 (48 Avenue from 42 Street to Lost Creek Parkway), and Street Improvement District No. 183 (48 Avenue from 38 Street to Lost Creek Parkway).** Resolution No. R20-44 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE APPLICATION OF HERBERT H. LUCHSINGER, JR. & DIANA M. LUCHSINGER, HUSBAND AND WIFE, AS

THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT: THE SOUTH 7 ACRES OF THE NORTH 15 ACRES OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 11, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA FOR AN AGRICULTURAL DEFERMENT OF SPECIAL ASSESSMENTS RELATING TO SEWER EXTENSION DISTRICT NO. 45 AND WATER EXTENSION DISTRICT NO. 63 (48 AVENUE FROM 42 STREET TO LOST CREEK PARKWAY) AND STREET IMPROVEMENT DISTRICT NO. 183 (48 AVENUE FROM 38 STREET TO LOST CREEK PARKWAY).

- 3.C. Resolution No. R20-45 approving amendment to Community Development Block Grant No. 16-CD-201 budget to reallocate \$2,000 from Housing Management – Lead-Based Paint funds to Housing Management – Rehabilitation Management funds.** Resolution No. R20-45 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING AMENDMENT TO BUDGET FOR COMMUNITY DEVELOPMENT BLOCK GRANT NO. 16-CD-201 TO REALLOCATE \$2,000 FROM HOUSING MANAGEMENT – LEAD BASED PAINT FUNDS TO HOUSING MANAGEMENT – REHABILITATION MANAGEMENT FUNDS, 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.
- 3.D. Resolution No. R20-46 amending the Standard Operating Procedures and Drug and Alcohol Testing Policy for Columbus Area Transit.** Resolution No. R20-46 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE STANDARD OPERATING PROCEDURES AND DRUG AND ALCOHOL TESTING POLICY FOR COLUMBUS AREA TRANSIT, A COPY OF WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.
- 3.E. Resolution No. R20-47 authorizing payment of various improvement projects.** Resolution No. R20-47 is entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT: B-D CONSTRUCTION, INC. – FIRE STATION \$327,116.70; B-D CONSTRUCTION, INC. – FIRE STATION \$270,912.64; ERIKSEN CONSTRUCTION CO., INC. – WWTF PHASE 4

\$183,034.20; GEHRING CONSTRUCTION & READY MIX CO., INC. – CONCRETE PAVING \$77,389.00.

**3.F. Finance Department reports.**

**3.G. Payroll and bills on file.** CP=Capital Projects; E=Expenses; R=Refund; S=Service & Supplies 05/29/20 Payroll \$511,394.74; A to Z Messaging 105.00 S; AC&L Sprinklers 75.00 S; Ace Hardware 862.13 S; Ace Sanitation 117.00 S; Advance Auto Parts 601.84 S; Ag Spray Equip 304.00 S; Amazon 2,248.37 S; Award & Engraving 27.50 S; Baird Holm 200.00 S; B-D Const 598,029.34 CP; Beard-Warren 106.28 S; Behlen Towing 450.00 S; Bibliotheca 122.60 S; Black Hills Energy 3,339.58 S; Bob's U-Save Pharmacy 5.82 S; Brite 10,033.77 CP; Brown's Shoe Fit 128.00 S; BS&A 27,680.00 S; Cat's Pro Mow 150.00 S; Ctr for Municipal Solutions 1,000.00 S; Central Parts 616.81 S; Central Valley Ag 480.90 S; Century Link 1,989.26 S; Club Prophet 300.00 S; CNC Repair 2,517.66 S; Col Chamber 1,560.00 S; Col Family Resource Ctr 9,129.00 S; Col Plumbing 328.00 S; Col Steel 25.00 S; Telegram 3,371.08 S; Col Tire 34.00 S; Connecting Point 2,015.93 S; Core & Main 8,670.72 S; Cornhusker Power 876.57 S; Culligan 750.09 S; DAS State Accounting 896.00 S; D Dunbar 9,681.84 E,S; Eakes 1,204.74 S; EBSCO 1,324.00 S; Eriksen Const 183,034.20 CP; Ernst Auto 503.85 S; Fastenal 1,044.45 S; FBG 4,757.95 S; First National Bank 7,876.91 E; Frontier 3,791.94 S; Frontier Coop 3,728.35 S; Kylee Funk 700.00 S; Galls 845.31 S; Gehring Const 78,419.27 CP,S; Steffy Ford 61.18 S; Gerhold Concrete 351.80 S; G-O Rapid Lube 50.58 S; Great Plains Comm 310.00 S; Gunslingers 140.00 S; Hach 492.00 S; Hadley-Braithwait 465.40 S; Hawkins 4,108.91 S; HDR 41,038.78 CP; Heartland Natural Gas 2,237.74 S; Hobby Lobby 30.81 S; Mark Howerter MD 598.00 S; Hy-Vee 7.52 S; Industrial Control 1,033.99 S; Ingram Library Services 3,380.25 S; Jackson Services 1,911.29 S; JEO Consulting 1,238.75 S; K-C Auto 83.18 S; Kelly Supply 111.35 S; Lakeview Small Engine 93.38 S; Language Line 80.62 S; Lawson Products 335.12 S; Lifeguard MD 83.00 S; Lincoln Winwater Works 169.62 S; Lingo 51.64 S; Lake Stop 72.38 S; Loup Power 78,102.14 S; M & L 5,243.10 S; MacQueen Equip 1,177.47 S; Mail Prep 3,933.81 S; Marley's Electric 250.00 S; Matheson-Linweld 96.66 S; Mechanical Sales 11,385.81 S; Menards 656.58 S; Midland Scientific 438.21 S; MW Laboratories 323.25 S; MW Turf 463.60 S; Mike's Towing 450.00 S; Motion Industries 2,970.68 S; Shane Mueller 146.50 S; Mueller Sprinklers 854.16 S; NAPA 148.10 S; NE Forest Service 210.00 S; NE Harvestore Systems 165.89 S; Niemann's Port-A-Pot 40.00 S; NENAAA 10,805.00 S; NENEDD 23,769.33 S; NE NE Solid Waste Coalition 62,979.55 S; Occupational Health 521.00 S; OCLC 875.79 S; Officenet 386.37 S; Olson's Pest Techn 152.00 S; Omaha World Herald 1,315.00 S; One Call Concepts 289.24 S; One Source 349.00 S; O'Reilly 3,321.99 S; Oriental Trading 299.47 S; Otte Electric 282.97 S; Page Turner Adventures 500.00 S; Paper Tiger Shredding 45.00 S; Austin Patzel 139.36 R; Paul Davis Restoration 670.00 S; Pet Care 760.94 S; Pete Lien 5,608.58 S; Petty Cash 105.38 E; Platte County 3,097.23 S; Register of Deeds 102.00 S; Platte Valley Comm 1,559.67 S; Police Facility Design 12,369.78 CP; Pomp's Tire 180.38 S; Presto-X 47.00 S; Productivity Plus 57.56 S; ProFlow 1,745.14

S; Pyramid Tarp 1,395.25 S; Quadiant 1,000.00 S; Reardon 116.96 S; Recorded Books 148.25 S; Redstone Vet 501.00 S; Rembolt Ludtke 100.50 S; RVW 4,310.80 S; S & S Willers 1,124.41 S; Sapp Bros 12,656.70 S; Tara Schreiber 10.00 S; Science Tellers 195.00 S; Security Equip 423.00 S; ServiceMaster 1,452.00 S; Sherwin-Williams 692.09 S; Shevlin Supply 225.50 S; Sipple Hansen Emerson Schumacher & Klutman 7,017.30 S; Southern Carlson 151.92 S; NE Dept of Revenue 51,411.22 S; Sunshine Rentals 112.13 S; Super Saver 20.52 S; Sysco 20,773.52 S; Telecommunications Systems 1,554.00 S; Time Warner 8.37 S; Tire Outlet 186.00 S; Tractor Supply 152.01 S; TriTech 3,447.00 S; Truck Center 775.46 S; Tweet's 107.00 S; Twin Rivers Vet 181.00 S; Tworek Welding 146.00 S; Typhoon Wash 15.00 S; UPS 70.00 S; USA Blue Book 5,685.28 S; Verizon 2,358.42 S; Waste Connections 225.06 S; Wellness Partners 10.00 S; Wilke Landscape 298.28 S; Working Fire Furniture 4,792.00 CP; Yard Art Landscaping 115.00 S; Zimco 420.00 S. TOTAL \$1,909,766.73.

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

5. **SPECIAL PRESENTATIONS:** None

6. **PUBLIC HEARINGS:**

6.A. **Public hearing – Application of Foreman Lumber for final plat and development agreement of Ekea Addition (41 Avenue and 11 Street). (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Schilling and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”.

6.A.1. **Resolution No. R20-48 approving final plat and development agreement.** Resolution No. R20-48 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A PARCEL OF LAND LEGALLY DESCRIBED AS: THE S1/2 SE1/4 NE1/4 SW1/4 OF SECTION 24-T17N-R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, EXCEPT THE EAST 27 FEET THEREOF AND LOT 1, COLUMBUS WEST VIAERO SITE ADDITION, TO THE CITY OF COLUMBUS, CONTAINING 3.8 ACRES, MORE OR LESS, HEREINAFTER TO BE KNOWN AS EKEA ADDITION, TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA AND APPROVING THE PLAT THEREOF was adopted with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”.

6.B. **Public hearing - Application of Granville Custom Homes, Inc. for final plat and development agreement of Frontier Park Addition (East 14 Avenue and Armory Drive). (Planning Commission recommends approval.)** No public testimony was heard. The public hearing closed with a motion by Schilling and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”.

**6.B.1. Resolution No. R20-49 approving final plat and development agreement.**

Resolution No. R20-49 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, ACCEPTING THE DEED OF DEDICATION TO A TRACT OF LAND LOCATED IN THE N 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 15, T17N, R1E OF THE 6TH P.M., IN THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE N 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 15, T17N, R1E OF THE 6TH P.M., IN THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, AND ASSUMING THE WEST LINE OF SAID N 1/2 OF THE NW 1/4 OF THE SW 1/4 TO HAVE A BEARING OF N 00°08'15" E; THENCE N 00°08'15" E, A DISTANCE OF 60.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING N 00°08'15" E, A DISTANCE OF 60.07 FEET, TO THE SOUTHWEST CORNER OF A TRACT OF LAND PREVIOUSLY SURVEYED BY BRUCE L. GILMORE, L.S. #96, DATED FEBRUARY 29, 1988; THENCE S 89°08'42" E, A DISTANCE OF 209.98 FEET, TO THE SOUTHEAST CORNER OF SAID PREVIOUSLY SURVEYED TRACT; THENCE N 00°07'57" W, A DISTANCE OF 149.92 FEET, TO THE NORTHEAST CORNER OF SAID PREVIOUSLY SURVEYED TRACT; THENCE N 89°52'40" E, A DISTANCE OF 800.73 FEET; THENCE S 00°02'39" E, A DISTANCE OF 206.76 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ARMORY DRIVE; THENCE S 89°53'53" W, AND ON SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1010.38 FEET, TO THE POINT OF BEGINNING, CONTAINING 4.08 ACRES, MORE OR LESS HEREAFTER TO BE KNOWN AS FRONTIER PARK ADDITION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA; APPROVING THE PLAT THEREOF, AND APPROVING AND ACCEPTING THE FRONTIER PARK ADDITION DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COLUMBUS, NEBRASKA, A MUNICIPAL CORPORATION, AND GRANVILLE CUSTOM HOMES, INC., A NEBRASKA CORPORATION, WHICH SETS FORTH THE AGREEMENT BETWEEN THE PARTIES INCLUDING THE DUTIES AND RESPONSIBILITIES OF THE SUBDIVIDER AND THE LOT OWNERS WITH RESPECT TO SAID SUBDIVISION; AND AUTHORIZING THE MAYOR TO SIGN THE DEVELOPMENT AGREEMENT PROVIDING FOR PUBLIC IMPROVEMENTS TO SERVE THIS ADDITION was adopted with a motion by Bahr and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

**6.C. Public hearing - Application of Columbus Retail, LLC for special use permit to allow convenience storage in a "B-2" (General Commercial District) zone located at 3620 23 Street. (Planning Commission continued this public hearing to June 8, 2020, at 7 p.m.)** It was noted that the notification requirements were not met and the public hearing was continued to June 15, 2020, at 7 p.m. with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 6.D. Public hearing - Application of Lowell Anderson for special use permit to allow the building coverage to be increased from 35 percent to 39 percent in an "R-2(b)" (Urban-Family Residential District with an agricultural overlay district) zone located at 1539 1 Street. (Planning Commission recommends approval.)** Lowell Anderson, 257 12 Avenue, noted that he was available to answer questions. No public testimony was heard. The public hearing closed with a motion by Schilling and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 6.D.1. Ordinance No. 20-03 approving special use permit.** The rules were suspended and Ordinance No. 20-03 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO ISSUE A SPECIAL USE PERMIT TO ALLOW THE MAXIMUM BUILDING COVERAGE TO BE INCREASED FROM 35 PERCENT TO 39 PERCENT AS ALLOWED BY TABLE 4-3, NOTE 7, ZONING DISTRICT REGULATIONS, OF THE ZONING CODE, ON THE FOLLOWING-DESCRIBED REAL ESTATE IN A "R-2(B)" (URBAN FAMILY RESIDENTIAL WITH AN AGRICULTURAL OVERLAY DISTRICT) ZONE: A TRACT OF LAND LOCATED IN THE W1/2SW/4NW1/4 OF SECTION 29, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SW1/4NW1/4; THENCE EASTERLY ON THE SOUTH LINE OF SAID SW1/4NW1/4, 481.30 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT PREVIOUSLY SURVEYED BY DOUGLAS J. STEVENSON, L.S., #485, DATED NOVEMBER 15, 1993; THENCE NORTHERLY ON THE EAST LINE OF SAID PREVIOUSLY SURVEYED TRACT, 122.00 FEET, TO THE SOUTH LINE OF 1ST STREET; THENCE EASTERLY ON THE SOUTH LINE OF 1ST STREET, 85.00 FEET; THENCE SOUTHERLY 120.40 FEET, TO THE SOUTH LINE OF SAID SW1/4NW1/4; THENCE WESTERLY ON THE SOUTH LINE OF SAID SW1/4NW1/4, 85.00 FEET TO THE POINT OF BEGINNING; TO REPEAL ALL ORDINANCES AND RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE was read by number only with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Ordinance No. 20-03 was adopted with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 6.E. Public hearing - Text Amendments to Article 13 of Zoning Code, "Wireless Telecommunications Facilities Siting Ordinance" to add exception for public right-of-way, to define "right-of-way", to provide that the Small Wireless Facilities Deployment Act governs the right-of-way, to add a new subpart to Article 13 providing for small wireless facilities in right-of-way, and to add a new article to the Zoning Code, Article 15, entitled "Permits**

**to Occupy the Right-of-Way". (Planning Commission recommends approval.)** John Palmtag, on behalf of himself and his colleague, Emily Milewski, of Verizon Omaha, noted for the record that they are supportive of creating a regulatory framework for small wireless cell technology and look forward to continuing dialog with Columbus as they build this technology throughout the country. The public hearing closed with a motion by Roth and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 6.E.1. Ordinance No. 20-04 approving Text Amendments to Article 13 of Zoning Code.** On its first reading, Ordinance No. 20-04 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO REVISE AND AMEND THE LAND DEVELOPMENT ORDINANCE, ZONING CHAPTER, ADOPTED BY ORDINANCE 96-08 ON MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997 AS THE OFFICIAL ZONING CODE OF THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17 IN ORDER TO ADOPT STATUTORY CHANGES MADE BY THE LEGISLATURE SO AS TO BRING ARTICLE 13 INTO CONFORMANCE WITH STATE LAW, AS FOLLOWS: TO AMEND ARTICLE 13, WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE, TO LABEL IT PART A OF SAID ARTICLE 13, TO CORRECT VARIOUS REFERENCES IN SAID ARTICLE FROM "CHAPTER" TO "ARTICLE"; TO ADD AN EXCEPTION FOR PUBLIC RIGHT-OF-WAY; TO DEFINE RIGHT-OF-WAY; TO PROVIDE THAT THE PROVISIONS OF THE SMALL WIRELESS FACILITIES DEPLOYMENT ACT ADOPTED BY THE NEBRASKA LEGISLATURE AND APPROVED BY THE GOVERNOR MAY 17, 2019, NEB. REV. STAT. SECTION 86-1201 TO SECTION 86-1244 SHALL GOVERN PUBLIC RIGHT OF WAY; TO ADD PART B TO SAID ARTICLE ENTITLED "SMALL WIRELESS FACILITIES IN THE "RIGHT-OF-WAY"; PROVIDING DEFINITIONS; PROVIDING THE PURPOSE AND SCOPE OF SAID ARTICLE; TO PROVIDE FOR PERMITS TO OCCUPY THE RIGHT-OF-WAY; FEES, TAXES, AESTHETIC AND DESIGN STANDARDS, INDEPENDENT TECHNICAL AND LEGAL REVIEWS AND RELIEF PROVISIONS; TO REPEAL ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH, TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM AS AUTHORIZED BY SECTION 16-405 OF NEBRASKA REVISED STATUTES was read by number only.
- 6.E.2. Ordinance No. 20-05 approving Text Amendments to Article 15 of Zoning Code.** On its first reading, Ordinance No. 20-05 entitled: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AMEND THE LAND DEVELOPMENT ORDINANCE, ZONING CHAPTER, ADOPTED BY ORDINANCE NO. 96-08, ON MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997 AS THE OFFICIAL ZONING CODE OF COLUMBUS BY ORDINANCE NO. 97-17, BY ENACTING ARTICLE 15, SECTIONS 15-1 TO 15-7 ENTITLED "PERMITS TO OCCUPY THE RIGHT-OF-WAY", TO PROVIDE DEFINITIONS, TO PROVIDE THE PURPOSE, SCOPE AND EXCEPTIONS OF SAID ARTICLE, TO PROVIDE FOR

PERMITS TO OCCUPY THE CITY'S RIGHT-OF-WAY, FEES, TAXES, AESTHETIC AND DESIGN STANDARDS, INDEPENDENT TECHNICAL AND LEGAL REVIEWS AND RELIEF PROVISIONS; TO REPEAL ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM AS AUTHORIZED BY SECTION 16-405 OF NEBRASKA REVISED STATUTES was read by number only.

7. **PETITIONS AND COMMUNICATIONS:** None
8. **REPORTS OF CITY OFFICES:** Included in Consent Agenda
9. **REPORTS OF COUNCIL COMMITTEES:** None
10. **REPORTS OF SPECIAL COMMITTEES:** None
11. **REPORTS ON LEGISLATION:** None
12. **NEW BUSINESS:**
  - 12.A. **Quote from Danko Emergency Equipment in the amount of \$22,572 to replace damaged turnout gear for Fire Department.** The quote from Danko Emergency Equipment for turnout gear was accepted with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
  - 12.B. **Quote from Vessco, Inc. in the amount of \$17,638.02 to repair the orbital aeration tank at Wastewater Treatment Facility.** It was noted that temporary repairs were made to this tank five years ago and the tank is now in need of substantial repairs. Repairing the tank now while the construction contractor is on site will save the city \$3,000 to \$4,000. The quote from Vessco, Inc. for repairs to aeration tank was accepted with a motion by Augustine-Schulte and a second by Bahr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
  - 12.C. **Participation in the FEMA Hazard Mitigation Grant Program for property acquisition regarding 2019 flood.** Vasicek explained that Platte County was approved for the mitigation grant program and the City of Columbus along with Lower Loup Natural Resources qualify to be participants. She noted there are three properties in the city's jurisdiction that qualify for this funding and the owners are willing to participate. The City of Columbus was authorized to participate in the FEMA Hazard Mitigation Grant Program with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
  - 12.D. **Decision regarding the opening of the Aquatic facilities for the 2020 Season due to COVID-19 pandemic.** Vasicek noted that separate action should be taken on each facility as circumstances are different for each.

- 12.D.1. Pawnee Plunge Water Park.** Bulkley explained that the state has indicated that pools will remain closed until July 15th and it will be difficult to fill all the positions needed for such a short season as most potential seasonal employees would likely have taken other summer jobs by then. He noted that the new splash pad will possibly be open this summer and it is anticipated that the parks will re-open June 1st, having ample green space available for people to enjoy. It was approved to keep Pawnee Plunge Water Park closed for the 2020 season with a motion by Bahr and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 12.D.2. Aquatic Center.** Vasicek noted that the Aquatic Center had been opened prior to the COVID-19 pandemic and aquatic staff is available should a decision be made to re-open. Staff feels it could be appropriate to re-open the facility once positive test results start decreasing as long as regulations and directed health measures are followed and the patrons sign waivers releasing the city of any liability related to COVID-19. It was approved that the Aquatic Center remain closed for now and re-open when staff feels appropriate while following the directed health measures and other regulations in place at the time with a motion by Bahr and a second by Augustine-Schulte. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted “Aye” and none voted “Nay”.
- 12.E. Comments from mayor and city council members.** Augustine-Schulte commended the property owners along 10 Avenue who installed new sidewalks. Lohr referred to the 12 Avenue viaduct currently under construction and noted that the Columbus Cemetery can be accessed from 12 Street. Bulkley pointed out that the city ball fields will be open; however, it will be the individual organization’s decision to determine whether or not they have a 2020 season.

**13. RESOLUTIONS:**

- 13.A. Resolution No. R20-50 approving amended guidelines for Community Development Block Grant Economic Development Revolving Loan Fund, Housing Owner Occupied Rehabilitation, and Direct Homebuyer Assistance Programs.** Resolution No. R20-50 entitled: A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AMENDING THE GUIDELINES FOR THE CITY’S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ECONOMIC DEVELOPMENT REVOLVING LOAN FUND (EDRFL), HOUSING OWNER OCCUPIED REHABILITATION (OOR), AND DIRECT HOMEBUYER ASSISTANCE (DHA) PLANS, COPIES OF WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HERewith was adopted with a motion by Bahr and a second by Kresha. Augustine-Schulte,

Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

14. **ORDINANCES ON FIRST READING:** Included in Public Hearings
15. **ORDINANCES ON SECOND READING:** None
16. **ORDINANCES ON THIRD READING:** None
17. **CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Payroll and all other bills included in Consent Agenda
- 17.A. **ARL Credit Services.** ARL Credit Services - Service \$1,020.06. Jablonski requested to be excused from discussion on this agenda item because he is an owner of ARL Credit Services and therefore has a conflict of interest. Jablonski was allowed to abstain from voting on this agenda item and the rules requiring him to leave during discussion and vote were suspended with a motion by Bahr and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski abstained from voting. The bill from ARL Credit Services was approved with a motion by Bahr and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay". Jablonski abstained from voting.
18. **UNFINISHED BUSINESS:** None
19. **ADJOURNMENT:** The meeting adjourned at 7:45 p.m.

Presented and approved this 1 day of June, 2020.

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MAYOR

ATTEST:

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CITY CLERK

B. Resolution No. R20-51 authorizing payment of various improvement projects.

RESOLUTION NO. R20- 51

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AUTHORIZE AND DIRECT THAT A CHECK BE ISSUED AND MADE PAYABLE TO THE RESPECTIVE CONTRACTOR(S) FOR LABOR, EQUIPMENT, AND MATERIALS FURNISHED FOR IMPROVEMENTS IN THE FOLLOWING DESIGNATED DISTRICTS AND PROJECTS WITHIN THE CITY OF COLUMBUS, ALL AS SET FORTH ON THE ATTACHED CERTIFICATES OF PROGRESS PREPARED BY THE RESPECTIVE SPECIAL ENGINEER, TO WIT:

Gehring Construction & Ready Mix Co., Inc.	Concrete Paving	\$ 83,219.00
Gehring Construction & Ready Mix Co., Inc.	Downtown Traffic Signal Reno	\$ 89,182.35

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

Gehring Construction & Ready Mix Co., Inc.	Concrete Paving	\$ 83,219.00
Gehring Construction & Ready Mix Co., Inc.	Downtown Traffic Signal Reno	\$ 89,182.35

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM:

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

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

**Contractor's Application and Certificate of Payment**

**COPY**



Contractor's Application for Payment No: 5		
Application Period: 5/5/20 to 5/19/20		
To (Owner): City of Columbus	From (Contractor): Gehring Construction & Ready Mix Co., Inc.	Via (Engineer): Rick Bogus
Project Name: Concrete Paving Improvements 2020		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: CIP 20-71

**Application For Payment**

**Change Order Summary**

Change Orders Approved by Owner:		
Number	Additions	Deductions
<b>TOTALS</b>	\$ -	\$ -
<b>NET CHANGE</b>		

1. ORIGINAL CONTRACT PRICE.....	\$ 1,306,533.20
2. Net change by Change Orders.....	
3. Current Contract Price (Line 1 ± 2).....	\$ 1,306,533.20
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 833,626.40
5. RETAINAGE: (Capped at 10% of 50% of Contract)	\$ 65,326.66
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 768,299.74
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 685,080.74
8. AMOUNT DUE THIS APPLICATION.....	\$ 83,219.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column I on Progress Estimate + Line 5 above).....	\$ 538,233.46

**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: 5-19-20  
 Printed/Typed Name: Stephen Anderson

Payment of:	\$ 83,219.00
	(Line 8 or other - attach explanation of the other amount)
is recommended by:	_____
	(Engineer) (Date)
Payment of:	\$ 83,219.00
	(Line 8 or other - attach explanation of the other amount)
is approved by:	_____
	<u>Richard M...</u> (Date) <u>5-21-20</u>
Approved by:	_____
	Funding Agency (if applicable) (Date)

# COPY

## Contractor's Application for Payment No. 8

Application Period: 3/24/20 to 5/19/20	Application Date: 5/19/2020
To (Owner): City of Columbus	From (Contractor): Gehring Construction & Ready Mix, Inc.
Project: Columbus Downtown Area Traffic Signal Renovations	Contract: Curb Ramps and Traffic Signals
Owner's Contract No.:	Contractor's Project No.: NA
	Engineer's Project No.: JEO 180540.00

### Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions			
				1. ORIGINAL CONTRACT PRICE.....	\$	\$833,718.24
				2. Net change by Change Orders.....	\$	
				3. Current Contract Price (Line 1 ± 2).....	\$	\$833,718.24
				4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$675,050.82
				5. RETAINAGE:		
				a. 10% X _____ Work Completed.....	\$	\$41,685.91
				b. 10% X _____ Stored Material.....	\$	
				c. Total Retainage (Capped at 10% of 50% of contract).....	\$	\$41,685.91
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$633,364.91
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$544,182.56
				8. AMOUNT DUE THIS APPLICATION.....	\$	\$89,182.35
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$221,056.33
TOTALS						
				NET CHANGE BY CHANGE ORDERS		

**Contractor's Certification**

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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature Gehring Construction & Ready Mix, Inc.

By: Stephen Anderson Date: 5-19-20

Payment of: \$ 89,182.35  
(Line 8 or other - attach explanation of the other amount)

is recommended by: \_\_\_\_\_ (Date)

Payment of: \$ 89,182.35  
(Line 8 or other - attach explanation of the other amount)

is approved by: [Signature] 5-21-20  
(Date)

Approved by: \_\_\_\_\_ (Date)  
Funding or Financing Entity (If applicable)

200-200-57300-20073

C. Payroll and bills on file.

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
49426	B2 ENVIRONMENTAL	05/20/2020	06/02/2020	6,850.00	6,850.00	Open	N
49590	CITY OF COLUMBUS	05/26/2020	06/02/2020	7,661.83	7,661.83	Open	N
49364	ELECTRONIC ENGINEERING	05/13/2020	06/02/2020	7,873.69	7,873.69	Open	N
49617	ELECTRONIC ENGINEERING	05/20/2020	06/02/2020	6,342.00	6,342.00	Open	N
49351	GILMORE & ASSOCIATES	05/13/2020	06/02/2020	6,000.00	6,000.00	Open	N
49622	LOUP POWER DISTRICT	05/06/2020	06/02/2020	5,871.60	5,871.60	Open	N
49623	PETE LIEN & SONS INC.	05/21/2020	06/02/2020	5,496.64	5,496.64	Open	N
# of Invoices:	7	# Due:	7	Totals:	46,095.76	46,095.76	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					46,095.76	46,095.76	

--- TOTALS BY FUND ---

100 - GENERAL FUND	13,192.00	13,192.00
211 - 1/2 CENT SALES TAX	7,873.69	7,873.69
500 - UTILITY SERVICE	19,030.07	19,030.07
560 - STORMWATER UTILITY	6,000.00	6,000.00

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	6,850.00	6,850.00
110 - POLICE	6,342.00	6,342.00
211 - 1/2 CENT SALES TAX	7,873.69	7,873.69
501 - WASTEWATER TREATMENT FAC	19,030.07	19,030.07
560 - STORMWATER UTILITY	6,000.00	6,000.00

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00116	ACE HARDWARE & GARDEN CNT				
06/02/2020	INVOICE	168955/5	3M YELLOW TAPE	7.77	
06/02/2020	INVOICE	168891/5	2-CYCLE OIL	38.85	
06/02/2020	INVOICE	168888/5	SUPPLIES	77.97	
06/02/2020	INVOICE	168913/5	FAUCET WATER FILTER	31.99	
06/02/2020	INVOICE	168926/5	PAINT SUPPLIES	17.36	
06/02/2020	INVOICE	169010/5	45 GAL BAGS, WATERING CAN	14.98	
06/02/2020	INVOICE	169012/5	SOCKET ADAPTERS	12.97	
06/02/2020	INVOICE	169038/5	HINGES	32.75	
06/02/2020	INVOICE	169040/5	NOZZLE	23.98	
06/02/2020	INVOICE	168999/5	SUPPLIES	54.96	
06/02/2020	INVOICE	169048/5	NUTS, BOLTS, SCREWS	2.16	
06/02/2020	INVOICE	169052/5	DRILL BIT	5.98	
06/02/2020	INVOICE	169063/5	PVC ELBOW	0.59	
06/02/2020	INVOICE	169072/5	FERTILOME POT SOIL	33.98	
06/02/2020	INVOICE	169082/5	NUTS. BOLTS, SCREWS	9.57	
06/02/2020	INVOICE	169165/5	PLUG GRND, GRND CONNECTORS	55.96	
			Total:	421.82	
			Net of 16 Invoices / 0 Checks	421.82	
00180	ADVANCE AUTO PARTS				
06/02/2020	INVOICE	5606014362487	IGNITION COIL UNIT 64	86.91	
06/02/2020	INVOICE	5606014062424	LUBE SPIN-ON	3.46	
06/02/2020	INVOICE	5606013585947	AIR/OIL FILTERS	11.18	
06/02/2020	INVOICE	5606014062425	FILTERS, LUBE, HYDRAULIC	85.30	
06/02/2020	INVOICE	5606014062423	HYDRAULIC	51.22	
			Total:	238.07	
			Net of 5 Invoices / 0 Checks	238.07	
00102	AG SPRAY EQUIPMENT				
06/02/2020	INVOICE	247618	SPRAY TANK DEFOAMER, FOAM CONCENTRATE	153.60	
			Total:	153.60	
			Net of 1 Invoices / 0 Checks	153.60	
02313	ALLEY POYNER MACCHIETTO				
06/02/2020	INVOICE	18138-12	COLUMBUS LIBRARY STUDY	14,250.70	
			Total:	14,250.70	
			Net of 1 Invoices / 0 Checks	14,250.70	
02304	ALPHAMEDIA USA LLC				
06/02/2020	INVOICE	050120AQUCTR	APRIL ADVERTISING	1,675.00	
			Total:	1,675.00	
			Net of 1 Invoices / 0 Checks	1,675.00	
00501	AMAZON				
06/02/2020	INVOICE	857593474787	DANNER BOOTS-JOHNSON	139.50	
06/02/2020	INVOICE	467988743557	AMAZON.COM REFUND (GEORGIA PACIFIC 2-PLY)	(62.56)	
06/02/2020	INVOICE	944397755833	GEORGIA PACIFIC ENVISION 2-PLY	62.56	
06/02/2020	INVOICE	679783788484	PACIFIC BLUE BASIC PAPER TOWELS	37.38	
06/02/2020	INVOICE	576878737358	ENVELOPES AND LABELS	291.53	
06/02/2020	INVOICE	44386366877	PACIFIC BLUE BASIC PAPER TOWELS	104.08	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/02/2020	INVOICE	434873655677	PEROXIDE AND HAND SANITIZER	105.46	
06/02/2020	INVOICE	469538396737	MARKERS, STAPLERS	30.96	
06/02/2020	INVOICE	859747978956	MARKERS, TRASH BAGS	82.91	
06/02/2020	INVOICE	676493468337	CD-R, CLOROX WIPES, PAPER	93.03	
06/02/2020	INVOICE	444633674559	NATURELLE	69.75	
06/02/2020	INVOICE	977978575695	STAPLER, TRASH BAGS	53.57	
06/02/2020	INVOICE	435978653846	BATTERIES	74.62	
06/02/2020	INVOICE	739454458569	TRASH BAGS, CAR KEY FOB REMOTE CASES	42.13	
06/02/2020	INVOICE	686446638496	HD PACKING TAPER	33.66	
06/02/2020	INVOICE	458848396966	YENS 1000 PCS WHITE CD DVD PAPER ENV	19.99	
06/02/2020	INVOICE	754663364353	TRASH BAGS, PAPER TOWELS	45.69	
06/02/2020	INVOICE	794969836598	VERBATIM DVD-R, BATTERIES, LABELS	45.83	
06/02/2020	INVOICE	469983677998	OFFICE SUPPLIES	39.89	
06/02/2020	INVOICE	955675683875	TRASH BAGS, SCISSORS, ENVELOPES	240.72	
06/02/2020	INVOICE	747455468779	SUPPLIES	15.99	
06/02/2020	INVOICE	443858676594	PACKING TAPE, TRASH BAGS	109.84	
06/02/2020	INVOICE	463759846768	BARSKA CB13234 KEY LOCK	46.44	
06/02/2020	INVOICE	648995337576	PENS	35.96	
Total:				1,758.93	
Net of 24 Invoices / 0 Checks				1,758.93	
00418	AQUA-CHEM INC				
06/02/2020	INVOICE	00193267	HYDROCHLORIC ACID	265.20	
Total:				265.20	
Net of 1 Invoices / 0 Checks				265.20	
02933	AUDIO VIDEO SPECIALIST				
06/02/2020	INVOICE	382	ADJ EXTENSIONS, CEILING PLATES, MOUNTS	1,329.98	
Total:				1,329.98	
Net of 1 Invoices / 0 Checks				1,329.98	
10414	B2 ENVIRONMENTAL				
06/02/2020	INVOICE	24409	HAZMAT SURVEYS	6,850.00	
Total:				6,850.00	
Net of 1 Invoices / 0 Checks				6,850.00	
02344	BAIRD HOLM LLP				
06/02/2020	INVOICE	248547	LEGAL SERVICES	350.50	
Total:				350.50	
Net of 1 Invoices / 0 Checks				350.50	
02030	BLAZER LLC				
06/02/2020	INVOICE	10663	STEEL FOR HAND SANIITZER STANDS	148.00	
Total:				148.00	
Net of 1 Invoices / 0 Checks				148.00	
00316	BOB'S U-SAVE PHARMACY				
06/02/2020	INVOICE	110228042	CONTOUR TEST STRIPS	116.46	
Total:				116.46	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
Net of 1 Invoices / 0 Checks				116.46	
01785	BOKF NA				
06/02/2020	INVOICE	COLUMBUSCR18	COMBINED REVENUE BONDS, SERIES 2018	234,450.00	
06/02/2020	INVOICE	COLUMBUSS15A	COMBINED REVENUE REFUNDING BONDS, SERIES 2015	137,132.50	
06/02/2020	INVOICE	CITYOFCOL15C	COMBINED REVENUE REFUNDING BONDS, SERIES 2015	42,838.75	
06/02/2020	INVOICE	COLUMBUSRE16	COMBINED REVENUE AND REFUNDING SERIES 2016	223,687.50	
06/02/2020	INVOICE	COLUMBUSS15B	COMBINED REVENUE BONDS SERIES 2015B	161,859.38	
Total:				799,968.13	
Net of 5 Invoices / 0 Checks				799,968.13	
00337	BOMGAARS				
06/02/2020	INVOICE	35629402	VESTS, SLEDGE HAMMERS, TOOL BOXES, TAPE MEASURERS	198.15	
06/02/2020	INVOICE	35620254	SPRAY BOTTLES, HUB	19.46	
06/02/2020	INVOICE	35618821	CREDIT FOR RETURN-JACKET	(59.99)	
06/02/2020	INVOICE	35612388	BULK BOLTS	1.50	
06/02/2020	INVOICE	35623262	PVC SUPPLIES	17.73	
06/02/2020	INVOICE	35624058	FASTENERS	0.94	
06/02/2020	INVOICE	35620351	TOWELS, TROWEL, ROOF COAT	57.67	
06/02/2020	INVOICE	35621031	COMBO KIT, GRINDER TOOL, BATTERIES	359.98	
06/02/2020	INVOICE	35628005	12V PUMP FOR CCTV	79.99	
06/02/2020	INVOICE	35628322	HITCH PINS, BALL MOUNTS, TIE DOWNS	175.73	
06/02/2020	INVOICE	35619855	TAPE MEASURE	11.99	
06/02/2020	INVOICE	35615306	MARKER FLAGS	59.90	
06/02/2020	INVOICE	35615693	ROTARY HAMMER BIT	38.99	
06/02/2020	INVOICE	35615101	MARKER FLAGS	35.94	
06/02/2020	INVOICE	35624840	IMPACT SOCKET	7.99	
06/02/2020	INVOICE	35615865	PAINT BRUSHES	8.14	
06/02/2020	INVOICE	35615623	WHEEL, PAINT BRUSH SET	17.98	
06/02/2020	INVOICE	35615446	WOOD POSTS	179.82	
06/02/2020	INVOICE	35615446	CREDIT WOOD POSTS	(179.82)	
06/02/2020	INVOICE	35616230	CREDIT-ROTELLA T4 GALLONS	(31.98)	
06/02/2020	INVOICE	35616187	ROTELLA T4 GALLONS, FASTENERS	41.60	
06/02/2020	INVOICE	35615600	FLEXSEAL, SUPPLIES	39.36	
06/02/2020	INVOICE	628400355	FASTENERS	8.28	
Total:				1,089.35	
Net of 23 Invoices / 0 Checks				1,089.35	
02551	CENTER FOR MUNICIPAL SOLUTIONS				
06/02/2020	INVOICE	44554-006	COLUMBUS NE ATT-1314 17TH ST	503.75	
06/02/2020	INVOICE	75842-006	COLUMBUS NE ATT-1868 E 29TH AVE	503.75	
06/02/2020	INVOICE	68894-007	COLUMBUS NE ATT-2453 39TH ST	503.75	
06/02/2020	INVOICE	33752-006	COLUMBUS NE ATT-3028 10TH ST	503.75	
06/02/2020	INVOICE	17745-006	COLUMBUS NE ATT-5426 29TH ST	503.75	
Total:				2,518.75	
Net of 5 Invoices / 0 Checks				2,518.75	
03137	CENTRAL PARTS & MACHINE				
06/02/2020	INVOICE	2775 001-404407	BRAKE FLUID	19.44	
06/02/2020	INVOICE	2775 001-403116	MAXI-FUSE BLADES	11.50	
06/02/2020	INVOICE	2875 001-404121	COUPLING, HYDRAULIC HOSE	162.07	
06/02/2020	INVOICE	2875 001-404100	COUPLING, HYDRAULIC HOSE	172.53	
06/02/2020	INVOICE	2825 001-404369	COIL ON PLUG	99.82	
06/02/2020	INVOICE	2875 001-404482	COUPLING, HOSES	688.04	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/02/2020	INVOICE	2725 001-404491	SHOP TOWELS	32.98	
			Total:	1,186.38	
			Net of 7 Invoices / 0 Checks	1,186.38	
00567	CITY OF COLUMBUS				
06/02/2020	INVOICE	100-13650-01	JUNE WATER AND SEWER	172.82	
06/02/2020	INVOICE	200-21805-00	JUNE WATER AND SEWER	73.54	
06/02/2020	INVOICE	200-21960-05	JUNE WATER AND SEWER	121.46	
06/02/2020	INVOICE	200-21980-02	JUNE WATER AND SEWER	261.39	
06/02/2020	INVOICE	200-21981-00	JUNE WATER AND SEWER	97.31	
06/02/2020	INVOICE	200-28755-00	JUNE WATER AND SEWER	46.55	
06/02/2020	INVOICE	200-37998-00	JUNE WATER AND SEWER	281.10	
06/02/2020	INVOICE	200-39560-01	JUNE WATER AND SEWER	36.62	
06/02/2020	INVOICE	200-39615-01	JUNE WATER AND SEWER	104.90	
06/02/2020	INVOICE	200-41055-00	JUNE WATER AND SEWER	25.48	
06/02/2020	INVOICE	200-44032-00	JUNE WATER AND SEWER	85.59	
06/02/2020	INVOICE	300-44985-02	JUNE WATER AND SEWER	24.31	
06/02/2020	INVOICE	300-44986-00	JUNE WATER AND SEWER	97.31	
06/02/2020	INVOICE	300-44995-00	JUNE WATER AND SEWER	90.28	
06/02/2020	INVOICE	300-45761-00	JUNE WATER AND SEWER	25.75	
06/02/2020	INVOICE	300-45762-00	JUNE WATER AND SEWER	29.26	
06/02/2020	INVOICE	300-47514-00	JUNE WATER AND SEWER	242.26	
06/02/2020	INVOICE	300-47517-00	JUNE WATER AND SEWER	402.03	
06/02/2020	INVOICE	300-47518-00	JUNE WATER AND SEWER	24.31	
06/02/2020	INVOICE	300-49615-00	JUNE WATER AND SEWER	36.35	
06/02/2020	INVOICE	300-49665-00	JUNE WATER AND SEWER	87.69	
06/02/2020	INVOICE	300-50035-00	JUNE WATER AND SEWER	54.95	
06/02/2020	INVOICE	300-54059-00	JUNE WATER AND SEWER	126.61	
06/02/2020	INVOICE	300-57933-00	JUNE WATER AND SEWER	54.95	
06/02/2020	INVOICE	300-57934-00	JUNE WATER AND SEWER	241.73	
06/02/2020	INVOICE	300-57935-00	JUNE WATER AND SEWER	2,881.65	
06/02/2020	INVOICE	300-57936-00	JUNE WATER AND SEWER	319.99	
06/02/2020	INVOICE	300-57937-00	JUNE WATER AND SEWER	7,661.83	
06/02/2020	INVOICE	300-57938-00	JUNE WATER AND SEWER	85.59	
06/02/2020	INVOICE	300-61005-00	JUNE WATER AND SEWER	190.34	
06/02/2020	INVOICE	300-62105-00	JUNE WATER AND SEWER	47.75	
06/02/2020	INVOICE	300-62155-00	JUNE WATER AND SEWER	264.57	
06/02/2020	INVOICE	400-65101-00	JUNE WATER AND SEWER	85.59	
06/02/2020	INVOICE	400-69475-00	JUNE WATER AND SEWER	321.22	
06/02/2020	INVOICE	400-81020-00	JUNE WATER AND SEWER	422.06	
			Total:	15,125.14	
			Net of 35 Invoices / 0 Checks	15,125.14	
00306	CLIA LABORATORY PROGRAM				
06/02/2020	INVOICE	ID 28D0979913	CERTIFICATE FEE-CFD/MARK HOWERTER	180.00	
			Total:	180.00	
			Net of 1 Invoices / 0 Checks	180.00	
03141	COLUMBUS COMMUNITY HOSPITAL				
06/02/2020	INVOICE	043020FIRE	MEDICAL SUPPLIES	3,971.68	
			Total:	3,971.68	
			Net of 1 Invoices / 0 Checks	3,971.68	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03142 06/02/2020	COLUMBUS STEEL SUPPLY INVOICE	137242	PLATE, ANGLES	237.14	
			Total:	237.14	
			Net of 1 Invoices / 0 Checks	237.14	
03144 06/02/2020	COLUMBUS TELEGRAM INVOICE	14162646	SEARCH BOOST	39.00	
06/02/2020	INVOICE	909705	COL-CHAMBER REPORT	94.00	
06/02/2020	INVOICE	909706	COL-CHAMBER REPORT ONLINE	61.00	
			Total:	194.00	
			Net of 3 Invoices / 0 Checks	194.00	
03143 06/02/2020	COLUMBUS TIRE & SERVICE INVOICE	1-9734	2 TIRES AND MOUNT-UNIT #170	346.50	
06/02/2020	INVOICE	1-9614	TIRE REPAIR UNIT 178	18.00	
			Total:	364.50	
			Net of 2 Invoices / 0 Checks	364.50	
00006 06/02/2020	CONSOLIDATED WATER SOLUTIONS INVOICE	21356	CHEMICALS	13,500.00	
			Total:	13,500.00	
			Net of 1 Invoices / 0 Checks	13,500.00	
00007 06/02/2020	CONTINENTAL RESEARCH CORP INVOICE	0014688	COUNTDOWN	1,066.47	
			Total:	1,066.47	
			Net of 1 Invoices / 0 Checks	1,066.47	
02718 06/02/2020	CORE & MAIN LP INVOICE	M355022	METER 2020 PROJECT	13,527.00	
06/02/2020	INVOICE	M 60463	METER 2020 PROJECT	1,119.30	
06/02/2020	INVOICE	M350958	SENSUS SUPPORT	2,600.00	
06/02/2020	INVOICE	M367048	SMITH BLAIR 317 SADDLES	331.00	
			Total:	17,577.30	
			Net of 4 Invoices / 0 Checks	17,577.30	
00338 06/02/2020	CROUCH RECREATION INC INVOICE	4080	SHADE STRUCTURES	15,174.00	
			Total:	15,174.00	
			Net of 1 Invoices / 0 Checks	15,174.00	
02447 06/02/2020	CUTTING EDGE LAWN CARE SERVICE INVOICE	1712	3620 18TH ST LAWN SERVICE 12/19/19	50.00	
			Total:	50.00	
			Net of 1 Invoices / 0 Checks	50.00	
00270 06/02/2020	DANKO EMERGENCY EQUIPMENT INVOICE	110501	PUMP AND LADDER TESTING	1,923.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,923.00	
			Net of 1 Invoices / 0 Checks	1,923.00	
03153 06/02/2020	DIAMOND VOGEL PAINT CENTER INVOICE	501463571	PAINT	2,019.00	
			Total:	2,019.00	
			Net of 1 Invoices / 0 Checks	2,019.00	
03158 06/02/2020	EAKES OFFICE SOLUTIONS INVOICE	INV206300	COPIER CONTRACT	138.75	
06/02/2020	INVOICE	INV205978	COPIER CONTRACT	189.84	
			Total:	328.59	
			Net of 2 Invoices / 0 Checks	328.59	
01398 06/02/2020	EARL MAY SEED & NURSERY L.C. INVOICE	00018562	PLANTS	185.92	
			Total:	185.92	
			Net of 1 Invoices / 0 Checks	185.92	
03161 06/02/2020	ELECTRICAL ENGINEERING & INVOICE	6787076-00	3STR SPLIT BOLT CONN	3.32	
06/02/2020	INVOICE	6786821-00	JUNCTION BOX	40.77	
06/02/2020	INVOICE	6792071-00	CORD, PLUGS, CONNECTORS,	204.63	
			Total:	248.72	
			Net of 3 Invoices / 0 Checks	248.72	
01597 06/02/2020	ELECTRONIC ENGINEERING INVOICE	225001447-1	(3) RADAR/KABAND/2 ANTENNAS/WIRELESS REMOTE	6,342.00	
06/02/2020	INVOICE	855000917-1	BATTERY SEPARATOR	169.95	
06/02/2020	INVOICE	853003079-1	INSTALL ANTENNA/PROGRAM PA, BASE RADIO AND :	7,873.69	
			Total:	14,385.64	
			Net of 3 Invoices / 0 Checks	14,385.64	
03162 06/02/2020	ELLER HEATING AIR CONDITIONING INVOICE	200519-14	REPLACED CAPACITOR	128.54	
			Total:	128.54	
			Net of 1 Invoices / 0 Checks	128.54	
03165 06/02/2020	FASTENAL COMPANY INVOICE	NECOL223509	SUPPLIES	17.60	
			Total:	17.60	
			Net of 1 Invoices / 0 Checks	17.60	
03070 06/02/2020	FBG SERVICE CORPORATION INVOICE	872713	ADDITIONAL CLEANING AT POLICE DEPT	185.25	
			Total:	185.25	
			Net of 1 Invoices / 0 Checks	185.25	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
03168 06/02/2020	FIRST NATIONAL BANK INVOICE	043020-F612	ACH/POSITIVE PAY FEES	346.66	
			Total:	346.66	
			Net of 1 Invoices / 0 Checks	346.66	
00217 06/02/2020	FOREMAN LUMBER INVOICE	77584	4X8 - 1/2 CDX	165.15	
			Total:	165.15	
			Net of 1 Invoices / 0 Checks	165.15	
01997 06/02/2020	FRONTIER COOPERATIVE COMPANY INVOICE	201278	DIESEL	3,330.50	
			Total:	3,330.50	
			Net of 1 Invoices / 0 Checks	3,330.50	
00459 06/02/2020	GALE INVOICE	70272494	MATERIALS	98.96	
06/02/2020	INVOICE	70272529	MATERIALS	74.97	
			Total:	173.93	
			Net of 2 Invoices / 0 Checks	173.93	
03172 06/02/2020	GALLS LLC INVOICE	5288633	FACE MASKS	1,278.53	
06/02/2020	INVOICE	015624235	SALAK UNIFORMS	469.10	
			Total:	1,747.63	
			Net of 2 Invoices / 0 Checks	1,747.63	
03174 06/02/2020	GEHRING CONSTRUCTION & INVOICE	46650	26TH AVE AND 15TH ST	762.50	
06/02/2020	INVOICE	46687	NORTH ON 18TH AVE	534.00	
06/02/2020	INVOICE	46750	BAG MIX	96.50	
06/02/2020	INVOICE	46851	CRUSHED CONCRETE	2,565.09	
06/02/2020	INVOICE	46724	2108 8TH ST	1,468.50	
06/02/2020	INVOICE	5	CONCRETE PAVING IMPROVEMENTS 2020	83,219.00	
06/02/2020	INVOICE	8	DOWNTOWN AREA TRAFFIC SIGNAL RENOVATIONS	89,182.35	
			Total:	177,827.94	
			Net of 7 Invoices / 0 Checks	177,827.94	
03178 06/02/2020	GERHOLD CONCRETE COMPANY INVOICE	144583	READY MIX	2,024.80	
06/02/2020	INVOICE	142718	AGP STRUCTURAL BOND GREY 50#	25.73	
06/02/2020	INVOICE	142367	SGF 4000 AE	156.59	
			Total:	2,207.12	
			Net of 3 Invoices / 0 Checks	2,207.12	
00053 06/02/2020	GILMORE & ASSOCIATES INVOICE	37474	FRONTIER PARK ADD-REGIONAL STORM WTR DETENT	6,000.00	
			Total:	6,000.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	6,000.00	
03182 06/02/2020	HACH COMPANY INVOICE	11951450	AS950 CONTROLLER ONLY, AWRS, BASIC	3,734.04	
			Total:	3,734.04	
			Net of 1 Invoices / 0 Checks	3,734.04	
03183 06/02/2020	HADLEY-BRAITHWAIT COMPANY INVOICE	217140	KITCHEN SUPPLIES	209.40	
06/02/2020	INVOICE	210916	TOILET TISSUE, PAPER TOWELS FOR CLUBHOUSE	89.90	
06/02/2020	INVOICE	216913	TRASH BAGS	44.85	
			Total:	344.15	
			Net of 3 Invoices / 0 Checks	344.15	
00272 06/02/2020	HAWKINS INC INVOICE	4719208	CHEMICALS	4,267.81	
			Total:	4,267.81	
			Net of 1 Invoices / 0 Checks	4,267.81	
03188 06/02/2020	HI-LO EQUIPMENT COMPANY INVOICE	052620PARKS	LABOR TO INSTALL SEAL ON CHIPPER MOTOR	50.00	
			Total:	50.00	
			Net of 1 Invoices / 0 Checks	50.00	
10349 06/02/2020	HOME 360 FLOORING & HOME DECOR INVOICE	15551	BALANCE DUE ON CARPET AND ADDL TOILETS/WTR	4,242.32	
			Total:	4,242.32	
			Net of 1 Invoices / 0 Checks	4,242.32	
00150 06/02/2020	HOMETOWN LEASING INVOICE	024 JUNE 2020	COPIER LEASE	177.97	
			Total:	177.97	
			Net of 1 Invoices / 0 Checks	177.97	
00377 06/02/2020	IAFC MEMBERSHIP INVOICE	000063080	ANNUAL DUES-DANIEL MILLER 7/1/2020-6/30/2020	290.00	
			Total:	290.00	
			Net of 1 Invoices / 0 Checks	290.00	
03194 06/02/2020	INGRAM LIBRARY SERVICES, INC INVOICE	45592191	MATERIALS	20.87	
06/02/2020	INVOICE	45667890	MATERIALS	567.94	
06/02/2020	INVOICE	45639125	ICURATE8	2,800.00	
06/02/2020	INVOICE	45667891	MATERIALS	22.06	
06/02/2020	INVOICE	45712761	MATERIALS	123.90	
			Total:	3,534.77	
			Net of 5 Invoices / 0 Checks	3,534.77	



Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	11.90	
03214	LOUP POWER DISTRICT				
06/02/2020	INVOICE	45369006	ERIKSEN CONST/WWTF BIOSOLIDS STRUCTURE/BLOW	5,871.60	
06/02/2020	INVOICE	400016 JUNE	ELECTRICITY	46.39	
06/02/2020	INVOICE	400046 JUNE	ELECTRICITY	31.44	
			Total:	5,949.43	
			Net of 3 Invoices / 0 Checks	5,949.43	
03215	M & O DOOR PRODUCTS				
06/02/2020	INVOICE	0095822-IN	KEY BLANKS	20.00	
			Total:	20.00	
			Net of 1 Invoices / 0 Checks	20.00	
02806	MACQUEEN EQUIPMENT				
06/02/2020	INVOICE	P05885	BELTS	1,618.98	
06/02/2020	INVOICE	P05860	D-STRIP MAIN BROOM	533.18	
06/02/2020	INVOICE	P05863	SINGLE WRAP MAI	752.73	
06/02/2020	INVOICE	P05921	SUPPLIES	1,726.31	
06/02/2020	INVOICE	P05934	21 WPH SEGMENT	777.46	
			Total:	5,408.66	
			Net of 5 Invoices / 0 Checks	5,408.66	
02578	MARLEY'S ELECTRIC-CCE				
06/02/2020	INVOICE	12766	CHECK UNDERGROUND WIRING	143.22	
			Total:	143.22	
			Net of 1 Invoices / 0 Checks	143.22	
03220	MENARDS				
06/02/2020	INVOICE	16230	SUPPLIES	54.26	
06/02/2020	INVOICE	16143	SC ENTRY TULIP KNOB	8.97	
06/02/2020	INVOICE	15793	PAINT SUPPLIES, GLOVES	76.82	
06/02/2020	INVOICE	16553	100W HALIDE YARD LT	59.97	
06/02/2020	INVOICE	16550	SUPPLIES	150.06	
06/02/2020	INVOICE	16535	SUPPLIES	33.83	
06/02/2020	INVOICE	16546	SUPPLIES	32.89	
06/02/2020	INVOICE	16557	PAPER TOWELS, DUCK TAPE	20.17	
06/02/2020	INVOICE	16311	SUPPLIES	17.72	
06/02/2020	INVOICE	16627	100W MTL HALIDE YARD LT	19.79	
06/02/2020	INVOICE	16740	SUPPLIES	32.64	
06/02/2020	INVOICE	16792	TOTES	71.92	
06/02/2020	INVOICE	16594	LADDER, STEEL END FRAME, WIRE	180.86	
06/02/2020	INVOICE	16590	U-BOLT, FASTENERS	34.55	
06/02/2020	INVOICE	16647	STEEL RACKING BEAM	76.93	
06/02/2020	INVOICE	16719	ROTOR, SPRAY HEAD, LIGHTED CHIME	63.44	
06/02/2020	INVOICE	16720	4" DIAMOND CUP WHEEL-SEG	39.97	
06/02/2020	INVOICE	17114	SUPPLIES	80.26	
06/02/2020	INVOICE	17122	RETURN CREDIT-FASTENERS	(25.43)	
			Total:	1,029.62	
			Net of 19 Invoices / 0 Checks	1,029.62	
03222	MID-AMERICAN RESEARCH				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/02/2020	INVOICE	0698550-IN	ALCO-SAN	390.35	
06/02/2020	INVOICE	0698549-IN	ALCO-SAN	555.00	
			Total:	945.35	
			Net of 2 Invoices / 0 Checks	945.35	
01518	MID-PLAINS INDUSTRIES				
06/02/2020	INVOICE	50573	PROTEK SHIELD 30X30 W/ 4" WINDOW	89.95	
06/02/2020	INVOICE	50575	PROTEK SHIELD 30X30 W/ 4" WINDOW	89.95	
			Total:	179.90	
			Net of 2 Invoices / 0 Checks	179.90	
03227	MIDWEST TURF & IRRIGATION				
06/02/2020	INVOICE	3844344-00	TINE-SLICING, VIH ASY	2,057.76	
			Total:	2,057.76	
			Net of 1 Invoices / 0 Checks	2,057.76	
02336	MORGAN ERIC				
06/02/2020	INVOICE	052620FIRE	CHILDRENS HOSP ACCESS FOR CLINICALS	20.00	
			Total:	20.00	
			Net of 1 Invoices / 0 Checks	20.00	
00341	MOUNTAIN VIEW LLC DBA PMT				
06/02/2020	INVOICE	9227	QUARTERLY VIBRATION ROUTE	395.00	
			Total:	395.00	
			Net of 1 Invoices / 0 Checks	395.00	
00210	MUNICIPAL PIPE TOOL CO LLC				
06/02/2020	INVOICE	31552	CUES LOCK PACKER	746.00	
			Total:	746.00	
			Net of 1 Invoices / 0 Checks	746.00	
10225	NAPA AUTO PARTS OF COLUMBUS				
06/02/2020	INVOICE	681751	SILICONE CARBIDE	5.72	
			Total:	5.72	
			Net of 1 Invoices / 0 Checks	5.72	
00018	NE DEPT OF ECONOMIC DEVELOPMNT				
06/02/2020	INVOICE	060220CDBG	CDBG FULL CERT TRAINING-RENEE WHITING	90.00	
			Total:	90.00	
			Net of 1 Invoices / 0 Checks	90.00	
00239	NEBRASKA HARVESTORE SYSTEMS				
06/02/2020	INVOICE	6119	FUEL FILTER W/ SEPARATOR	62.80	
			Total:	62.80	
			Net of 1 Invoices / 0 Checks	62.80	
00131	NEBRASKA NOTARY ASSOCIATION				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/02/2020	INVOICE	060220POLICE	NOTARY RENEWAL-JAYMEE LEVANDER	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
00444 06/02/2020	NEBRASKA PUBLIC HEALTH INVOICE	527126	ROUTINE TESTING	1,903.00	
			Total:	1,903.00	
			Net of 1 Invoices / 0 Checks	1,903.00	
00019 06/02/2020	NEBRASKA UC FUND INVOICE	03.31.2020	1ST QUARTER 2020 UNEMPLOYMENT CHARGES	2,848.00	
			Total:	2,848.00	
			Net of 1 Invoices / 0 Checks	2,848.00	
03241 06/02/2020 06/02/2020	NEWMAN SIGNS INC. INVOICE INVOICE	TRFINV021144 TRFINV021402	TRAFFIC SIGNS SIGN SUPPLIES	342.77 117.81	
			Total:	460.58	
			Net of 2 Invoices / 0 Checks	460.58	
03246 06/02/2020 06/02/2020 06/02/2020 06/02/2020 06/02/2020 06/02/2020	NORTHEAST NEBRASKA ECONOMIC INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	21145 17-ED-005 DD 7 16-CD-201 DD 12 21171 21166 21159	19-DTR-101 DRAWDOWN #4 - APRIL 2020 SERVICE: 17-ED-005 DRAWDOWN #7 16-CD-201 DRAWDOWN #12 APRIL 2020 ADMIN SERVICES APRIL 2020 ADMIN SERVICES APRIL 2020 ADMIN SERVICES	2,610.00 127,389.24 600.00 252.00 268.75 60.00	
			Total:	131,179.99	
			Net of 6 Invoices / 0 Checks	131,179.99	
03249 06/02/2020 06/02/2020	OCCUPATIONAL HEALTH SERV INVOICE INVOICE	66940 66918	POST ACCIDENT TESTING PRE-EMPLOYMENT TESTING	198.00 62.00	
			Total:	260.00	
			Net of 2 Invoices / 0 Checks	260.00	
03171 06/02/2020 06/02/2020 06/02/2020 06/02/2020 06/02/2020 06/02/2020 06/02/2020 06/02/2020 06/02/2020	OFFICENET INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	940403-1 940220-0 940544-0 940421-0 940403-0 940395-0 940207-0 940222-0 940223-0	DVD-R 100PK PAPER (MATTE POLYPROPYLENE) FOLDING STOW-AWAY CRATES TONER, ENVELOPES VERBATIM DVD-R 100PKS MARKERS, PENS BATTERY FILE FOLDERS RIBBONS	108.92 178.83 105.42 113.36 54.46 25.70 3.66 5.71 12.80	
			Total:	608.86	
			Net of 9 Invoices / 0 Checks	608.86	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02852	OLSON'S PEST TECHNICIANS				
06/02/2020	INVOICE	167517	PEST CONTROL	50.00	
06/02/2020	INVOICE	170301	PEST CONTROL	250.00	
06/02/2020	INVOICE	170299	PEST CONTROL	50.00	
			Total:	350.00	
			Net of 3 Invoices / 0 Checks	350.00	
02414	O'NEILL WOOD RESOURCES LLC				
06/02/2020	INVOICE	5255	WOOD GRINDING	11,962.50	
			Total:	11,962.50	
			Net of 1 Invoices / 0 Checks	11,962.50	
00176	O'REILLY AUTOMOTIVE INC				
06/02/2020	INVOICE	0681-449078	LOCK NUT	4.29	
06/02/2020	INVOICE	0681-449232	SEALER ACTIVATOR, REDUCER, MACHINE ENAM	235.96	
06/02/2020	INVOICE	0681-449161	LED MINI BULB-BRAKE LIGHT FOR LOADER	15.27	
06/02/2020	INVOICE	0681-449497	GUN HEAD KIT	22.76	
06/02/2020	INVOICE	0681-449501	BED LINER	285.94	
06/02/2020	INVOICE	0681-450274	TIE ROD	(72.45)	
06/02/2020	INVOICE	0681-450520	COP COIL	104.09	
06/02/2020	INVOICE	0681-450522	COP COIL	(104.09)	
			Total:	491.77	
			Net of 8 Invoices / 0 Checks	491.77	
01869	PERFORMANCE PRINTING INC				
06/02/2020	INVOICE	26414	PARKING CITATION BOOKS	270.32	
06/02/2020	INVOICE	26395	LETTERHEAD	212.98	
06/02/2020	INVOICE	26419 PP	PAWNEE PLUNGE RACK CARDS	223.97	
			Total:	707.27	
			Net of 3 Invoices / 0 Checks	707.27	
00345	PETE LIEN & SONS INC.				
06/02/2020	INVOICE	20POS/047196	QUICKLIME FINES RC LIME PLANT	5,496.64	
			Total:	5,496.64	
			Net of 1 Invoices / 0 Checks	5,496.64	
03258	PETTY CASH				
06/02/2020	INVOICE	052020STREET	DISH SOAP	5.89	
			Total:	5.89	
			Net of 1 Invoices / 0 Checks	5.89	
10413	PICTOMETRY INTERNATIONAL CORP.				
06/02/2020	INVOICE	US423741	IMAGERY LICENSE #1, PICTOMETRY CONNECT	19,140.33	
			Total:	19,140.33	
			Net of 1 Invoices / 0 Checks	19,140.33	
00460	PLATTE COUNTY HIGHWAY DEPT				
06/02/2020	INVOICE	1100	4 NEW 12" BANDS-CULVERT	80.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	80.00	
			Net of 1 Invoices / 0 Checks	80.00	
01077 06/02/2020	PLATTE VALLEY COMMUNICATIONS INVOICE	042000192	WIRELESS HEADSET MAINTENANCE	282.75	
			Total:	282.75	
			Net of 1 Invoices / 0 Checks	282.75	
03261 06/02/2020 06/02/2020	PRESTOX INVOICE INVOICE	6703316 6840920	PEST CONTROL PEST CONTROL	45.00 55.00	
			Total:	100.00	
			Net of 2 Invoices / 0 Checks	100.00	
10416 06/02/2020	QUADIENT LEASING USA, INC. INVOICE	N8311802	POSTAGE MACHINE LEASE	642.63	
			Total:	642.63	
			Net of 1 Invoices / 0 Checks	642.63	
10415 06/02/2020	RATHMAN MANNING CONSTRUCTION INVOICE	EST 1	SNOW REMOVAL EQUIPMENT BUILDING/AIRPORT	81,916.11	
			Total:	81,916.11	
			Net of 1 Invoices / 0 Checks	81,916.11	
02816 06/02/2020	RJ THOMAS MFG CO. INC. INVOICE	191133	BENCHES - JACK VAN BERG/VIRGINIA SMITH	2,824.00	
			Total:	2,824.00	
			Net of 1 Invoices / 0 Checks	2,824.00	
03271 06/02/2020	SCHIEFFER SIGNS INC INVOICE	40013	LETTERING/STRIPES-UNITS 196 AND 198	670.00	
			Total:	670.00	
			Net of 1 Invoices / 0 Checks	670.00	
03275 06/02/2020 06/02/2020	SECURITY EQUIPMENT INC INVOICE INVOICE	566802 571182	E911 COMMUNICATION CENTER SERVICE AGR REPAIR RECORD BUTTON/POLYGRAPH ROOM	441.60 169.00	
			Total:	610.60	
			Net of 2 Invoices / 0 Checks	610.60	
03276 06/02/2020 06/02/2020	SHERWIN-WILLIAMS CO INVOICE INVOICE	6405-2 6428-4	SUPPLIES SUPPLIES	173.02 224.69	
			Total:	397.71	
			Net of 2 Invoices / 0 Checks	397.71	
01090 06/02/2020	SHEVLIN SUPPLY INVOICE	4518	HAND SOAP	41.54	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/02/2020	INVOICE	4514	SOAP DISPENSERS, HAND SANITIZER	235.50	
			Total:	277.04	
			Net of 2 Invoices / 0 Checks	277.04	
01679 06/02/2020	SNAP-ON TOOLS INVOICE	05192019085	3/8DR 33IN LCK IMP EXT ADP	72.51	
			Total:	72.51	
			Net of 1 Invoices / 0 Checks	72.51	
03278 06/02/2020	STANLEY PETROLEUM INVOICE	66173	CHECK CONNECTIONS, REPAIR PROBE	3,050.00	
			Total:	3,050.00	
			Net of 1 Invoices / 0 Checks	3,050.00	
00244 06/02/2020	STERICYCLE INC INVOICE	4009360803	MEDICAL WASTE SERVICE	918.16	
			Total:	918.16	
			Net of 1 Invoices / 0 Checks	918.16	
02204 06/02/2020	STRYKER SALES CORPORATION INVOICE	3025061M	STABILIZATON NECKSTRAPS	173.14	
			Total:	173.14	
			Net of 1 Invoices / 0 Checks	173.14	
00105 06/02/2020	SUPER SAVER INVOICE	111226	SANDWICH BAGS, FOOD	21.12	
			Total:	21.12	
			Net of 1 Invoices / 0 Checks	21.12	
10271 06/02/2020	THE HOME DEPOT PRO INVOICE	552726051	HAND SANITIZER	73.58	
			Total:	73.58	
			Net of 1 Invoices / 0 Checks	73.58	
03128 06/02/2020	TIRE OUTLET INC INVOICE	176873	TIRE CHECKS	30.00	
06/02/2020	INVOICE	164978	TRUCK TIRE REPAIRS	210.00	
06/02/2020	INVOICE	164981	USED TRUCK TIRES	190.00	
06/02/2020	INVOICE	165745	REPAIRS-TRUCK 20	90.00	
06/02/2020	INVOICE	165747	STEER TIRES, DRIVE TIRE RECAPS	1,680.00	
06/02/2020	INVOICE	166083	REPAIRS AND MOUNTS	130.00	
06/02/2020	INVOICE	166091	TIRE REPAIR	10.00	
06/02/2020	INVOICE	176961	TUBE FOR MOWER	25.00	
06/02/2020	INVOICE	176612	REPAIRS FOR 74A AND 7	120.00	
06/02/2020	INVOICE	177089	26 12-12 MULITRAC AND STEM	101.00	
			Total:	2,586.00	
			Net of 10 Invoices / 0 Checks	2,586.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00550 06/02/2020	TRUCK CENTER COMPANIES INVOICE	121536	UNIT 29 MAINTENANCE	549.53	
			Total:	549.53	
			Net of 1 Invoices / 0 Checks	549.53	
03288 06/02/2020	TWOREK WELDING & REPAIR INVOICE	4281	SHARPEN TORO AND SHREDDER BLADES	150.00	
			Total:	150.00	
			Net of 1 Invoices / 0 Checks	150.00	
00100 06/02/2020 06/02/2020	U & I SANITATION INVOICE INVOICE	8643-351 8643-255	GARBAGE SERVICE MAY GARBAGE SERVICE	85.00 49.50	
			Total:	134.50	
			Net of 2 Invoices / 0 Checks	134.50	
02045 06/02/2020	VAN WALL EQUIPMENT INC INVOICE	10125176	RADIATOR, CAP, BELT, HOSES	928.13	
			Total:	928.13	
			Net of 1 Invoices / 0 Checks	928.13	
03060 06/02/2020	VERIZON CONNECT NWF, INC. INVOICE	OSV00002096413	GPS SERVICE	32.90	
			Total:	32.90	
			Net of 1 Invoices / 0 Checks	32.90	
01181 06/02/2020	VERIZON WIRELESS INVOICE	9853975125	POLICE JETPACKS	480.14	
			Total:	480.14	
			Net of 1 Invoices / 0 Checks	480.14	
03053 06/02/2020	VVS CANTEEN INVOICE	3600:1356900	COFFEE, SUGAR, CREAMER	158.11	
			Total:	158.11	
			Net of 1 Invoices / 0 Checks	158.11	
03299 06/02/2020 06/02/2020 06/02/2020 06/02/2020 06/02/2020 06/02/2020 06/02/2020 06/02/2020 06/02/2020 06/02/2020	WALMART COMMUNITY/GEGRB INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE INVOICE	P927300FW017APWYR P927300FY017RQL6J P927300GN01QQTH97 P927300GK01BHBYKZ P927300FW017QEQL P927300G8019HTT60 P927300G5018SJ3GA P927300G10188DNED P927300GK01BHLV1M	SUPPLIES SUPPLIES SUPPLIES SUPPLIES KLEENEX SUPPLIES PHONE CASE, LAUNDRY BASKET LAUNDRY BASKETS PRO SHOP SUPPLIES	71.46 34.99 18.95 13.30 5.63 36.43 32.86 25.96 131.02	
			Total:	370.60	
			Net of 9 Invoices / 0 Checks	370.60	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00147 06/02/2020	WELLNESS COUNCIL OF AMERICA INVOICE	00013423	WELL BALANCED NEWSLETTER-JUNE 2020	20.95	
			Total:	20.95	
			Net of 1 Invoices / 0 Checks	20.95	
00290 06/02/2020	WELLS FARGO BANK INVOICE	CITY 15062020	COMB REV REF 5/12 FAST-INTEREST	31,905.00	
			Total:	31,905.00	
			Net of 1 Invoices / 0 Checks	31,905.00	
00385 06/02/2020	WEST POINT IMPLEMENT OF INVOICE	I591613	15W40 FLUID	152.50	
06/02/2020	INVOICE	I590796	LINING RING	71.80	
06/02/2020	INVOICE	I591399	HYTRAN-ULTRA OILTANK	41.88	
06/02/2020	INVOICE	I589690	RETURN CREDIT-SHAFT	(380.07)	
06/02/2020	INVOICE	I589995	DIPSTICK FOR MOWER	27.76	
06/02/2020	INVOICE	I591291	FILTERS	131.52	
06/02/2020	INVOICE	I591206	WHIZ BOLT	2.76	
06/02/2020	INVOICE	I591283	SCREW METRIC	161.76	
			Total:	209.91	
			Net of 8 Invoices / 0 Checks	209.91	
02571 06/02/2020	WILSON & COMPANY, INC INVOICE	89676	23RD ST US HWY CORRIDOR	26,362.70	
			Total:	26,362.70	
			Net of 1 Invoices / 0 Checks	26,362.70	
02797 06/02/2020	WPS GOVERNMENT HEALTH ADMINISTRATOR INVOICE	LETTER 26964392	OVERPAYMENT - GREGORY CANNING 19-55392	299.17	
			Total:	299.17	
			Net of 1 Invoices / 0 Checks	299.17	
00595 06/02/2020	YANT EQUIPMENT CO INC INVOICE	C01008125	2" CLOCK GAUGE ALARM	956.95	
			Total:	956.95	
			Net of 1 Invoices / 0 Checks	956.95	
03305 06/02/2020	ZEE MEDICAL SERVICE INVOICE	125-017214	FIRST AID SUPPLIES	36.65	
			Total:	36.65	
			Net of 1 Invoices / 0 Checks	36.65	
00215 06/02/2020	ZIMCO SUPPLY CO INVOICE	142001	FAIRWAY+, BENTGRASS, PENEAL, SIGNAL BLUE	2,366.55	
			Total:	2,366.55	
			Net of 1 Invoices / 0 Checks	2,366.55	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
invoices and 0 checks for 119 vendors:				1,546,126.35	

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

5. **SPECIAL PRESENTATIONS - None**

6. **PUBLIC HEARINGS**

- A. Public hearing - Amendment to the Redevelopment Plan for the Armory  
Neighborhood Redevelopment Area (Frontier Park Redevelopment Project - Area  
9). (Planning Commission recommends approval.)

**NOTICE OF HEARING  
TO ALL PARTIES IN INTEREST AND CITIZENS OF  
COLUMBUS, NEBRASKA**

NOTICE IS HEREBY GIVEN that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, June 1, 2020, at 7 P.M., to consider and possibly take action on a redevelopment plan entitled: "Amendment to the Redevelopment Plan for the Armory Neighborhood Redevelopment Area (the Frontier Park Redevelopment Project)," for redevelopment pursuant to the Community Development Law, Nebraska Revised Statutes, sections 18-2101, et seq., within the blighted and substandard Armory Neighborhood Area (a/k/a Redevelopment Area 9), located east of East 14th Avenue between Armory Drive and Minden Drive, in Columbus, Nebraska. The project set forth in the redevelopment plan is located to the northeast of the intersection of Armory Drive and East 14th Avenue.

**Pursuant to the Governor's Executive Order 20-03 and in consideration of the public health and safety, said meeting will not occur in-person and will occur telephonically. All members of the public may attend the meeting and be heard telephonically by dialing 415-762-9988, and entering the access code 236-678-6847 when prompted.**

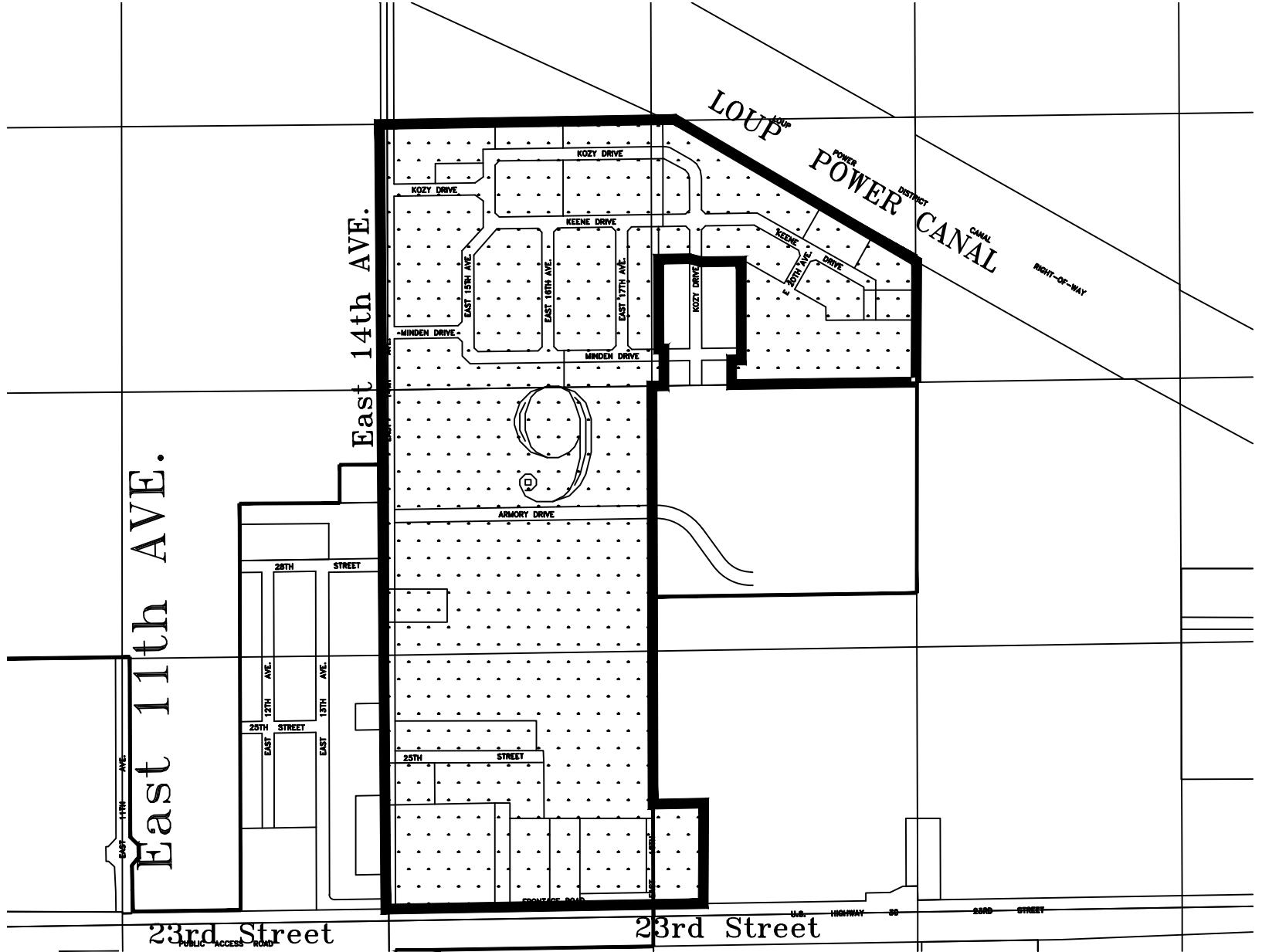
A map of the redevelopment area, a map of the project site, and the cost-benefit analysis for the redevelopment project set forth in the redevelopment plan is available for review by contacting the office of the City Clerk, telephone number 402-562-4224.

Dated this 14 day of May 2020.

CITY OF COLUMBUS, NEBRASKA  
By: Janelle Kline  
City Clerk

Publish: 05:14, 21:20  
Two Affidavits of Publication

# COLUMBUS NE AREA #9






# The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

## memorandum

DATE: April 9, 2020  
TO: Planning Commission  
FROM: Tara Vasicek, City Administrator   
RE: Amendment to the Redevelopment Plan for the Armory Neighborhood Redevelopment area, a portion of the Redevelopment Area 9. Frontier Park Redevelopment Project for Housing.

### RECOMMENDATION:

Approval of the Amendment to the redevelopment plan for the Armory Neighborhood Redevelopment Area.

### DISCUSSION:

The developer, City staff and legal counsel have ensured that the plan meets the proposed land uses and building requirements in the redevelopment area as described in the Plan are designed with the general purpose of accomplishing, in conformance with the City's general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development. Under the Plan adequate provision is made for traffic, vehicular parking, and the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations. The provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.

The Plan contains a statement of the proposed method and cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Plan; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to Redeveloper; that the Plan sets forth the proposed method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the Redeveloper for the redevelopment area, as designated in the Plan which method of financing is the issuance by the City of its tax increment revenue bonds to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Plan, which are currently expected to be displaced from such area.

It has also been determined that the cost-benefit analysis prepared in conjunction with the Plan and attached thereto sets forth the factors required under section 18-2113 of the Nebraska Revised Statutes and supports the City's adoption and approval of the Plan.



**AMENDMENT TO THE REDEVELOPMENT PLAN FOR  
THE ARMORY NEIGHBORHOOD REDEVELOPMENT AREA  
(THE FRONTIER PARK REDEVELOPMENT PROJECT)**

**PREPARED MARCH, 2020**

**BY THE COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF COLUMBUS, NEBRASKA**

**A. Introduction**

This Amendment to the Redevelopment Plan for the Armory Neighborhood Redevelopment Area (this “Redevelopment Plan”) is a guide for redevelopment activities to remove or eliminate blight and substandard conditions within the City of Columbus, Nebraska (“City”). The Mayor and City Council of the City (the "Council"), recognizing that blighted and substandard conditions are a threat to the continued stability and vitality of the City, designated certain areas of the City to be blighted and substandard and in need of redevelopment pursuant to the requirements of the Nebraska Community Development Law, sections 18-2101 et. seq., as amended (the "Act").

On September 4, 2018, via Resolution No. R18-116, the Council adopted and approved a redevelopment plan (the “General Plan”) for the blighted and substandard community redevelopment area referred to as the Armory Neighborhood Area, a/k/a “Area 9” (referred to herein as the “Redevelopment Area”). The General Plan provides, inter alia, that “the City anticipates that it will amend [the General Plan] to set forth additional redevelopment projects [within the Redevelopment Area] in the future.”

This Redevelopment Plan submits the phased implementation of a redevelopment project in the Redevelopment Area to optimize the tax increment financing ("TIF") resources available for site acquisition, construction of eligible public improvements, and to remove existing and avoid future blighted and substandard conditions. This Redevelopment Plan contemplates the phased construction of approximately 63 single-family homes within the Redevelopment Area (such public and private improvements required therefrom are collectively referred to herein as the "Redevelopment Project").

**B. Redevelopment Area; Project Site; Existing Conditions**

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries of the Redevelopment Area. The Redevelopment Area is identical to "Redevelopment Area 9," which the Council previously declared blighted and substandard and in need of redevelopment. The Redevelopment Area is located east of East 14th Avenue between Armory Drive and Minden Drive in the City. Exhibit "A-1", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the area to be developed as part of the Redevelopment Project (the "Project Site"). The Project Site is located to the northeast of the intersection of Armory Drive and East 14th Avenue. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

**C. Conformance with the Comprehensive Plan**

It is essential to the City's comprehensive plan for development (the "Comprehensive Plan") that dilapidated, inadequate, or deteriorating portions of the City conform to the current and future needs of the City as it continues to grow and expand. The Comprehensive Plan recommends "contiguous growth of residential land use" throughout the neighborhood encompassing the Redevelopment Area.

Additionally, the "Envision Columbus 2040" comprehensive plan states that the City's "inadequate housing supply remains one of the City's greatest challenges." The "2017 City of Columbus Housing Study" noted the need for additional housing. The study included the following conclusions, among many other findings:

- The City must produce additional housing options across all price-points to enable movement in the market.
- Respondents indicated their strong desire for a variety of smaller housing options including small and mid-size single-family homes, townhomes, duplexes, apartments, and independent senior living opportunities.
- Many respondents expressed the desire for more quality housing units and for better property maintenance overall.

Redeveloper intends to develop the Project Site for the purpose of constructing single-family residences. The City's Comprehensive Plan and other plans for development and expansion of the City contemplate the need for housing. This Redevelopment Plan and the Redevelopment Project described herein further those goals and comply with the City's Comprehensive Plan for land use and development.

Exhibit "B", attached hereto and incorporated herein, shows a portion of the future use map (showing the Redevelopment Area and surrounding areas) included within the City's Comprehensive Plan. The map sets forth an R-R (Rural Residential) designation for future use of the Redevelopment Area. The Redevelopment Project will require a zoning change to single-family residential, and such change shall supersede and control with respect to future use.

**D. Redevelopment Project Overview**

Redeveloper is the fee simple owner of the Project Site. The Project Site is located to the northeast of the intersection of Armory Drive and East 14th Avenue on a vacant parcel of land. The Redevelopment Project will consist of constructing approximately 63 single-family homes over the course of multiple phases/years, as described in further detail below. The typical house area, excluding basement, is 1,200 square feet to 1,450 square feet with 2-car garage. No

public acquisition of the Project Site is anticipated. Additionally, no families will be displaced as a result of the Redevelopment Project.

The Redevelopment Project will require infrastructure improvements and other public and private improvements which are not financially feasible to undertake at one time. Completing the Redevelopment Project in phases will allow the Redeveloper to maximize the TIF resources available for public improvements, which will be necessary for the Redevelopment Project to succeed. Further, implementation of the Redevelopment Project in multiple phases will allow Redeveloper to construct the private improvements at a rate that the market can support, and to adapt subsequent phases of the project to the changing needs of the City. The Community Development Agency for the City (the "Agency") and Redeveloper anticipate that Redeveloper will construct the Redevelopment Project in four phases consisting of the following private improvements:

**"Phase One"**: Construction of approximately 24 single-family homes.

**"Phase Two"**: Construction of approximately 13 single-family homes.

**"Phase Three"**: Construction of approximately 12 single-family homes.

**"Phase Four"**: Construction of approximately 14 single-family homes.

Each phase may be further divided into sub-phases based upon the rate of construction, such that the "effective date" (as provided under section 18-2147 of the Act) for purposes of TIF will be determined on a lot by lot basis in order to maximize the TIF proceeds available to help finance the public improvements. While the market will determine the actual completion schedule for each phase, Redeveloper anticipates that the buildout of Phase One will take approximately 30 months, and each subsequent phase will take approximately 18 months. However, the Redevelopment Project requires flexibility and may have more or less sub-phases over the course of additional years.

Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for all phases of the Redevelopment Project. Subsequent to the approval of this Redevelopment Plan, Redeveloper intends to re-plat the Project Site in the manner shown thereon.

**E. Existing Conditions**

**1. Existing Land Use**

The Project Site consists of vacant, undeveloped land.

## **2. Existing Zoning**

The Project Site is currently zoned as R-R (Rural Residential).

## **3. Existing Public Improvements**

Public access to the Project Site is currently non-existent. The Project Site is without paving, sewer, water, storm sewer, electrical service, public walks, and related infrastructure.

## **F. Proposed Redevelopment**

### **1. Public Improvements**

The Redevelopment Project will require significant infrastructure improvements and other public improvements. These improvements will include, but are not limited to:

#### **a. Public Access; Traffic Flow, Street Layouts and Street Grades**

The Project Site will require additional public roadways, as there is currently not access to serve portions of the Project Site. As shown on the Exhibit "C" site plan, the development includes the construction of a through-street connecting to both Armory Drive and East 14th Avenue. Redeveloper will also construct sidewalks per the City's requirements. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. All streets and other public infrastructure constructed by Redeveloper will be subject to review and approval by the City's engineer or other designee of the City.

#### **b. Construction of Water and Sewer Improvements.**

Redeveloper will construct or extend water and sewer systems to provide appropriate service to the Project Site; and the Project Site will be filled and graded to provide for effective surface water runoff.

#### **c. Other incidental improvements**

The Project Site is currently undeveloped and will require grading to provide effective drainage throughout the area. The Project Site requires filling and grading to properly drain the ground water runoff and provide appropriate grading levels to erect housing units. Redeveloper also anticipates the construction of electric utilities extending to the residences within the Project

Site. The anticipated public improvements (and costs related to the public improvements) for each of the four phases are listed in Exhibit "E", attached hereto and incorporated herein.

d. Additional public facilities or utilities

Other than the construction or extension of the utilities and infrastructure detailed above, Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Redevelopment Project.

e. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Redevelopment Project.

f. Population Density

The Project Site currently sits undeveloped and vacant. The Redevelopment Project will increase population density in the area. However, the City desires an increase in population density in the area to provide additional housing in the City. Redeveloper will properly plat the Redevelopment Project to accommodate the increase in population density and construct adequate public infrastructure improvements to accommodate any increase in population density anticipated as part of the Redevelopment Project. The Redevelopment Project will comply with the City's applicable density requirements.

g. Land Coverage

Land coverage for the Project Site includes approximately 17.66 acres of undeveloped land. The Redevelopment Project will consist of the construction of approximately 63 single-family homes, with the footprint shown on the site plan set forth in Exhibit "C". The Redevelopment Project will comply with all applicable land coverage ratios required by the City.

h. Parking

Each dwelling unit will include an attached two-car garage. No parking requirements apply to the Redevelopment Project.

g. Zoning, Building Code and Ordinance

The Project Site is currently zoned as R-R (Rural Residential). The Redevelopment Project requires a change of zoning for the Project Site from R-R to R-1 (Single-Family

Residential. Redeveloper will be responsible for all zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

### **3. Private Improvements**

Private improvements for the Redevelopment Project Area consist of the construction of approximately 63 single-family homes over the course of four phases (and sub-phases thereof). Redeveloper or other builders taking reconveyance from Redeveloper will construct the private improvements. Paragraph D of this Redevelopment Plan details the anticipated phasing of the private improvements.

#### **G. Project Costs**

The total estimated costs of the Redevelopment Project are \$17,269,408 (for all four phases). The estimated costs of the Redevelopment Project are attached and incorporated herein as Exhibit "D". Such figures are only estimates based upon 2020 pricing, and are subject to change without further amendment of this Redevelopment Plan.

#### **H. Implementation**

Redeveloper is unable to undertake the construction in Phase One of the Redevelopment Project without some assurance that Redeveloper can undertake the additional phases. According to Redeveloper, it could not complete the initial public improvements for Phase One but-for the approval of the entire Redevelopment Project and, likewise, the subsequent phases of the Redevelopment Project would not occur but-for these initial public improvements. Accordingly, this Redevelopment Plan contemplates that the costs and expenses of all the public improvements for the Redevelopment Project are eligible TIF uses for each phase of the Redevelopment Project (as allocated). As such, Redeveloper may apply the TIF Indebtedness (defined below) generated from each phase of the Redevelopment Project toward the payment of the eligible expenses of the entire Redevelopment Project, if necessary, provided there is no duplication of expenses.

The Redevelopment Project's construction schedule will depend on the rate that the residential dwelling units are sold, but based upon the current housing market and the need for housing in the City, Redeveloper anticipates that Phase One will be completed in approximately 30 months, and the subsequent phases will be completed in approximately 18 months; provided that market demand and other extraneous factors may necessitate that Redeveloper completes one or more phases over a number of additional years. Redeveloper intends to commence the subsequent phase of the Redevelopment Project as soon as the then-current phase is completed. Redeveloper anticipates the following construction schedule:

Phase One:

Construction start date: Upon TIF approval

Construction completion date: October 1, 2022

Phase Two:

Construction start date: March 1, 2023

Construction completion date: October 1, 2024

Phase Three:

Construction start date: March 1, 2025

Construction completion date: October 1, 2026

Phase Three:

Construction start date: March 1, 2027

Construction completion date: October 1, 2028

The anticipated start dates and completion dates for the three phases are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors. Additional phases or sub-phases spanning a number of years beyond the anticipated completion dates listed above may be necessary as a result of such extraneous conditions or factors. Further, based upon the specific circumstances surrounding the Covid-19 pandemic ongoing at the time of this Redevelopment Plan, and the uncertainty stemming therefrom related to future market conditions and Redeveloper's ability to conduct normal day-to-day business, the construction start date for Phase One may be delayed until the 2022 calendar year in Redeveloper's sole and absolute discretion. Such delay would cause a commensurate delay in the subsequent phases, and such occurrence is specifically acknowledged and permitted in this Redevelopment Plan.

Upon the completion of each phase or sub-phase thereof, Redeveloper will submit to the Agency an amendment to the "redevelopment contract" (as defined in the Act) on a form prescribed by the Agency. Each amendment to the redevelopment contract shall set forth the "effective date" (as defined in the Act) for the pertinent phase or sub-phase and must be submitted to the Agency on or before June 30 of the year in which taxes are to be divided for such phase or sub-phase.

**I. Financing**

The City and the Agency contemplate the use of TIF for the Redevelopment Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied

upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as “TIF Revenues”) shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount for each phase or sub-phase thereof will be determined in the manner that will be set forth in the redevelopment contract, or amendment thereof, and/or the resolution(s) authorizing the TIF Indebtedness. The Agency and Redeveloper anticipate that the effective dates will be different for each of the phases, and/or sub-phases thereof; and therefore the increment period for each phase or sub-phase thereof will be different. The Agency and Redeveloper anticipate the issuance of one TIF bond or note for each phase of the Redevelopment Project (i.e., four bonds or notes, total); provided that the Agency, in its discretion and upon the reasonable request of Redeveloper, may issue more or less TIF bonds or notes based upon the rate of construction.

Notwithstanding any provision herein to the contrary, all tax revenues resulting from improvements constructed/installed after the commencement of the first portion of each phase or sub-phase thereof shall only be divided and allocated over the applicable 15-year increment period (per phase or sub-phase thereof) or payment of the TIF Indebtedness, whichever occurs first.

## **1. Necessity of TIF**

Redeveloper has represented and warranted to the City that it would not be economically feasible to develop the Redevelopment Project without TIF. In support thereof, Redeveloper represented and warranted as follows in its application to the City for TIF:

The Redevelopment Project as designed is not economically feasible without the use of TIF. The single-family lots are designed in anticipation of smaller single-family units with 2-car garages. Developments are generally tailored to the location of the property in conjunction with a target market that will find the location agreeable with their expectations. The Redeveloper's analysis of this location is that the market would respond best to homes priced on the moderate end of the new-construction spectrum, or approximately \$275,000. At a sale price of \$275,000, Redeveloper's return on investment would be slightly above 0% in relation to the \$17,269,408 total cost of the Redevelopment Project. Accordingly, without TIF, the cost of development plus house construction would far exceed the marketable price points for the properties. Thus, the Redevelopment Project as designed is not economically feasible and will not be constructed but for TIF.

Additionally, due to the significant public improvement costs, Redeveloper would not construct the Redevelopment Project without the use of TIF for all phases of the Redevelopment Project. Construction of Phase One is not feasible without the intent to complete all the phases, and the subsequent phases are not feasible without the use of TIF. Thus, the entire Redevelopment Project must be approved for TIF in order for any individual phase of the Redevelopment Project to proceed.

In accordance with the above representations of Redeveloper, the Redevelopment Project is not economically viable without the assistance of TIF and Redeveloper would not construct the Redevelopment Project without TIF.

## **2. Sources and Uses of Financing**

Based upon the projections provided in Exhibit "E", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of four TIF bonds or notes (the "TIF Indebtedness") in the following principal amounts:

Phase One:	\$995,069
Phase Two:	\$551,317
Phase Three:	\$514,424
Phase Four:	\$568,546

It is anticipated that the TIF Indebtedness will carry an interest rate of 8.0%. Notwithstanding the foregoing, given the extensive period of construction and the unknowns associated with market demand inherent thereto, this Redevelopment Plan contemplates that the number of bonds or notes, and principal amounts and interest rates associated thereto, may be increased or lowered. Notwithstanding the foregoing, the aggregate principal amount shall not exceed the total TIF-eligible costs incurred by Redeveloper, and the aggregate future value of all TIF Indebtedness shall not exceed \$4,516,938, in accordance with the amortization table provided in Exhibit "E". The final principal and interest amount comprising the TIF Indebtedness shall be determined by the Agency and set forth in the redevelopment contract or bond resolution.

The total estimated cost of the Redevelopment Project is \$17,269,408 (for all four phases). Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity and traditional bank financing. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors, and may be revised in the redevelopment contract for Phase Two and Phase Three.

**J. Cost-Benefit Analysis**

A cost-benefit analysis for the Redevelopment Project is attached as Exhibit "F" and incorporated herein.

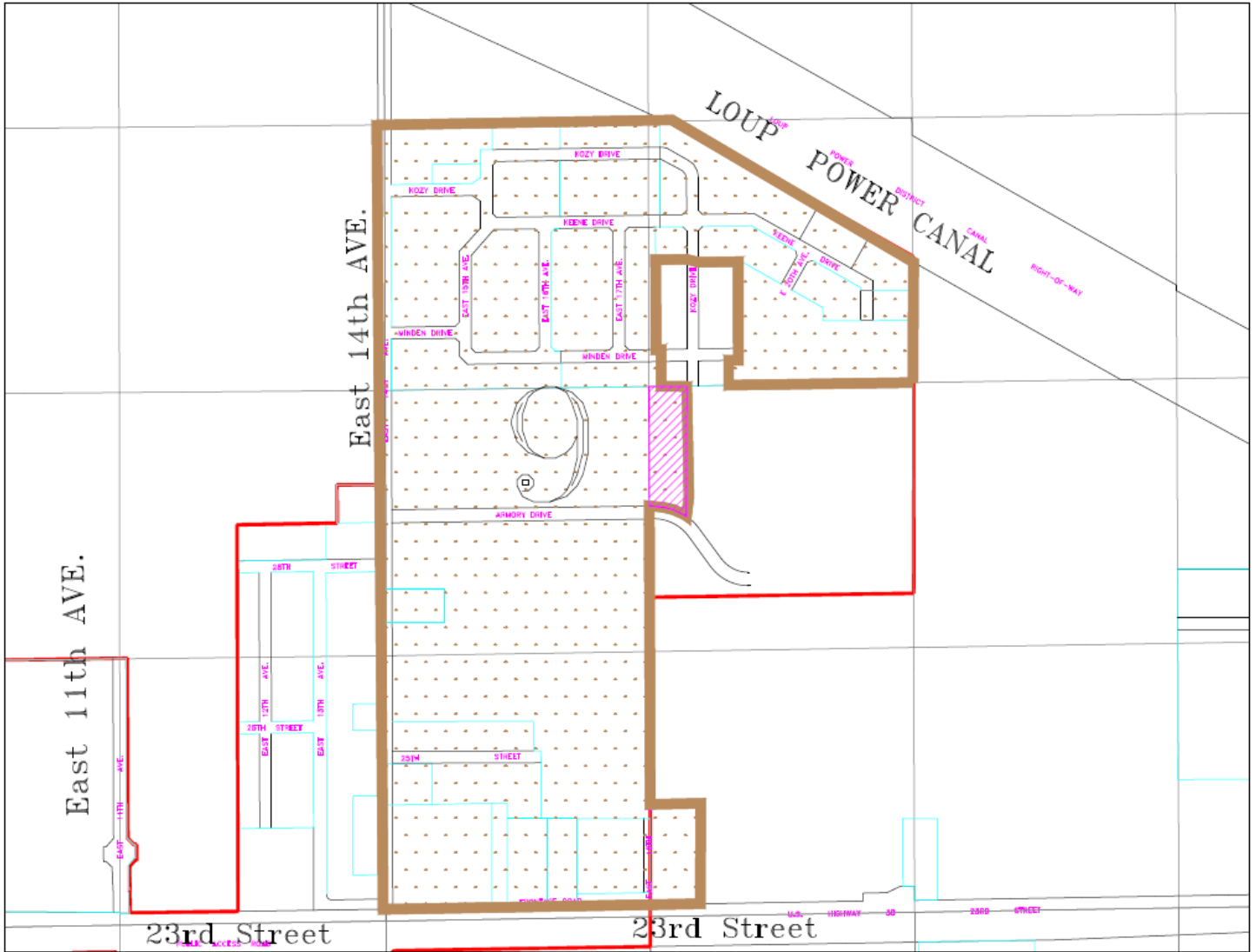
Exhibits:

- Exhibit A: Redevelopment Area
- Exhibit A-1: Project Site and Existing Land Use
- Exhibit B: Future Land Use Map
- Exhibit C: Site Plan and Future Land Use
- Exhibit D: Estimated Construction Cost of the Redevelopment Project
- Exhibit E: Sources and Uses of TIF
- Exhibit F: Cost-Benefit Analysis

**EXHIBIT "A"**

**Project Site and Existing Land Use**

Depiction of Redevelopment Area (outlined in brown):



Existing Conditions of Redevelopment Area and Surrounding Area:



Exhibit "A"

## EXHIBIT "A-1"

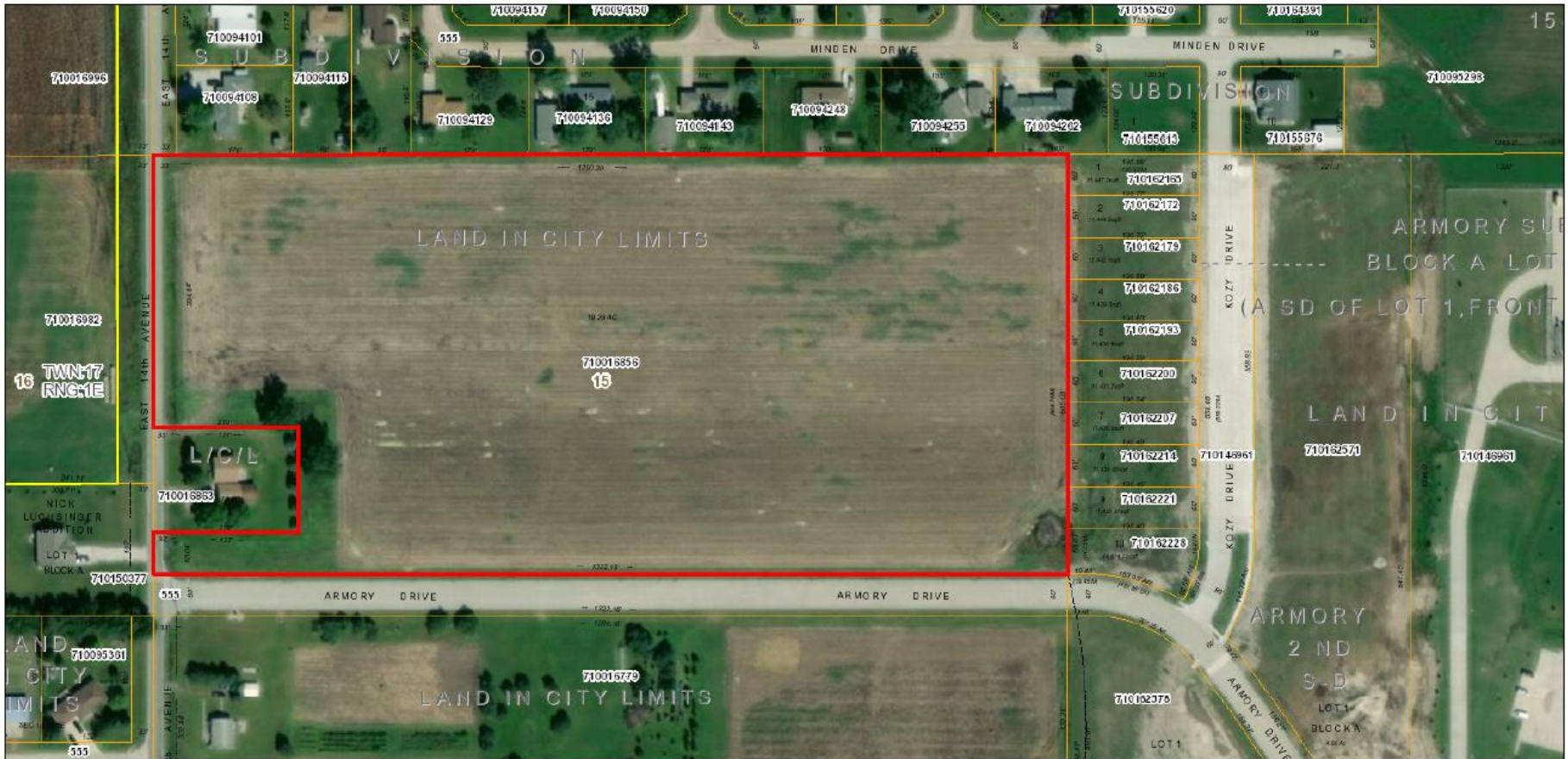
### Project Site and Existing Land Use

#### Legal Description:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE SIXTH P.M., PLATTE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE N88°02'45"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 32.83 FEET TO THE SOUTHWEST CORNER OF JOHANNES 1ST SUBDIVISION, AS PLATTED IN THE CITY OF COLUMBUS; THENCE CONTINUING N88°02'45"E ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 12 AND 13 OF SAID JOHANNES 1ST SUBDIVISION, A DISTANCE OF 341.59 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE N88°05'39"E CONTINUING ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 14 THROUGH 16 INCLUSIVE, OF SAID JOHANNES 1ST SUBDIVISION, A DISTANCE OF 509.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE N87°59'52"E CONTINUING ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 1 THROUGH 3 INCLUSIVE OF JOHANNES 2ND SUBDIVISION, AS PLATTED IN THE CITY OF COLUMBUS, A DISTANCE OF 439.59 FEET TO THE NORTHEAST CORNER OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE S01°49'41"E ON THE EAST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 606.36 FEET TO THE NORTH RIGHT OF WAY LINE OF ARMORY DRIVE AS DESCRIBED IN DEED BOOK 222, PAGE 1182 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR PLATTE COUNTY, NEBRASKA; THENCE S88°07'05"W ON SAID NORTH RIGHT OF WAY LINE, PARALLEL WITH AND 60.00 FEET DISTANT FROM THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1322.20 FEET TO THE WEST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE N01°55'07"W ON SAID WEST LINE, A DISTANCE OF 60.03 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 207, PAGE 992 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR PLATTE COUNTY, NEBRASKA; THENCE N89°03'59"E ON THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 210.06 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE N01°55'12"W ON THE EAST LINE OF SAID TRACT, A DISTANCE OF 149.96 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE S89°04'09"W ON THE NORTH LINE OF SAID TRACT, A DISTANCE OF 210.05 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE N01°55'07"W ON SAID WEST LINE, A DISTANCE OF 394.76 FEET TO THE POINT OF BEGINNING, CONTAINING 17.66 ACRES, MORE OR LESS.

\* Subsequent to the approval of this Redevelopment Plan, the Redeveloper intends to re-plat the Project Site as shown on Exhibit "C". Subsequent to said re-plat, the above legal description shall be replaced with the legal description provided in the re-plat of the Project Site approved by the City.

Depiction and Current Condition (outlined in red):

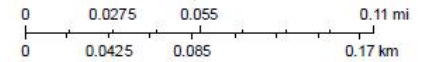


March 23, 2020

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:2,257

- Lot Lines
- Columbus City Limits
- Parcels
- Townships
- Sections

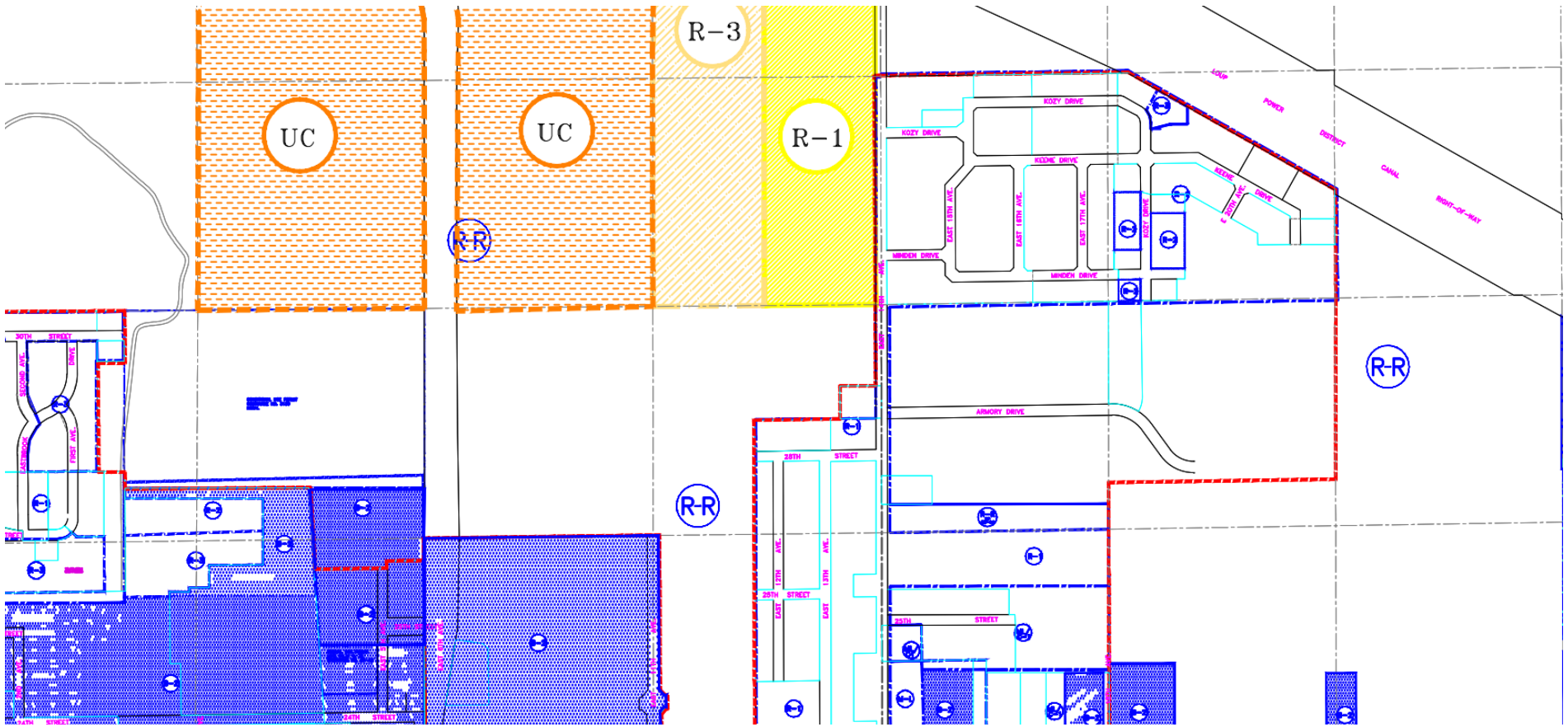


Platte County  
gWorks.

Exhibit "A-1"

# EXHIBIT "B"

## Future Land Use Map

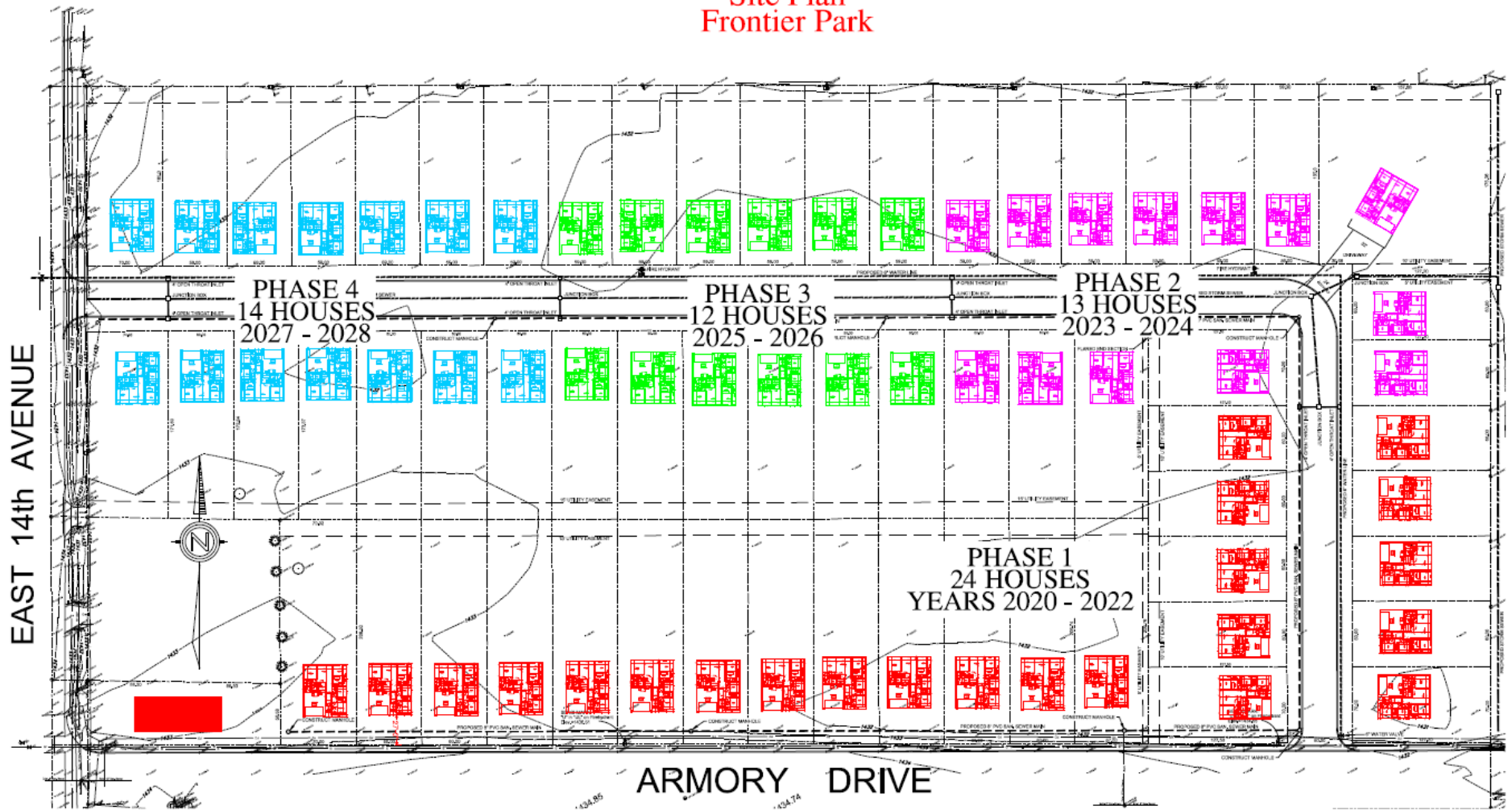


\* Project Site designated as R-R (Rural Residential).

**EXHIBIT "C"**

**Site Plan and Future Land Use**

**Site Plan  
Frontier Park**



\* The above is a preliminary site plan and is subject to change.

Exhibit "C"

**EXHIBIT "D"**

**Estimate of Construction Costs**

**PHASE 1:**

Project Costs Estimate_Frontier Park Phase 1	
Land acquisition	\$220,500
Sewer	\$83,430
Water	\$46,580
Dewatering	\$20,000
Grading / Fill	\$160,000
Paving	\$56,199
Testing	\$5,000
Storm Sewer	\$151,491
SWPP Plan	\$5,000
Seeding	\$3,150
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$31,500
Electrical Infrastructure	\$48,000
Sidewalks	\$12,180
Paving Assessment East 14th Ave	\$15,000
Contingencies	\$90,303
Engineering / surveying / platting	\$35,000
Legal fees	\$5,000
City Legal Fees	\$15,000
Building Costs	\$5,520,000
<b>TOTAL PHASE 1</b>	<b>\$6,533,333</b>

**PHASE 2:**

Project Costs Estimate_Frontier Park Phase 2	
Land acquisition	\$136,500
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,950
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contriubtion	\$19,500
Electrical Infrastructure	\$26,000
Sidewalks	\$5,400
Paving Assessment East 14th Ave	\$0
Contingencies	\$57,154
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
Building Costs	\$2,990,000
<b>TOTAL PHASE 2</b>	<b>\$3,598,692</b>

**PHASE 3:**

Project Costs Estimate_Frontier Park Phase 3	
Land acquisition	\$112,000
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,600
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contritubtion	\$19,500
Electrical Infrastructure	\$24,000
Sidewalks	\$4,200
Paving Assessment East 14th Ave	\$0
Contingencies	\$54,394
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
Building Costs	\$2,760,000
<b>TOTAL PHASE 3</b>	<b>\$3,337,837</b>

**PHASE 4:**

Project Costs Estimate_Frontier Park Phase 4	
Land acquisition	\$140,000
Sewer	\$29,400
Water	\$32,320
Dewatering	\$30,000
Grading / Fill	\$59,000
Paving	\$69,634
Testing	\$5,000
Storm Sewer	\$33,108
SWPP Plan	\$5,000
Seeding	\$2,000
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$20,000
Electrical Infrastructure	\$28,000
Sidewalks	\$5,580
Paving Assessment East 14th Ave	\$26,000
Contingencies	\$54,204
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
Building Costs	\$3,220,000
<b>TOTAL PHASE 4</b>	<b>\$3,799,546</b>

**COST TOTALS FOR ALL PHASES:**

Phase One:	\$6,533,333
Phase Two:	\$3,598,692
Phase Three:	\$3,337,837
Phase Four:	\$3,799,546
<b>Total:</b>	<b>\$17,269,408</b>

\* The above estimates are preliminary estimates and subject to change.

\*\* For the project costs that will not be incurred immediately but will occur during subsequent phases, the numbers set forth above are estimated values based on 2020 pricing. These preliminary estimates are subject to change, as Redeveloper has no control over the change in cost of materials and services between the time of the approval of this Redevelopment Plan and commencement of the work on later phases.

## EXHIBIT "E"

### Sources and Uses of TIF

#### PHASE 1 USES:

Eligible Expenses_Frontier Park Phase 1	
Land acquisition	\$220,500
Sewer	\$83,430
Water	\$46,580
Dewatering	\$20,000
Grading / Fill	\$160,000
Paving	\$56,199
Testing	\$5,000
Storm Sewer	\$151,491
SWPP Plan	\$5,000
Seeding	\$3,150
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$31,500
Electrical Infrastructure	\$48,000
Sidewalks	\$12,180
Paving Assessment East 14th Ave	\$15,000
contingencies	\$90,303
Engineering / surveying / platting	\$35,000
Legal fees	\$5,000
City Legal Fees	\$15,000
<b>TOTAL:</b>	<b>\$1,013,333</b>

#### PHASE 2 USES:

Eligible Expenses_Frontier Park Phase 2	
Land acquisition	\$136,500
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,950
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$19,500
Electrical Infrastructure	\$26,000
Sidewalks	\$5,400
Paving Assessment East 14th Ave	\$0
contingencies	\$57,154
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City legal fees	\$5,000
<b>TOTAL:</b>	<b>\$608,692</b>

### **PHASE 3 USES:**

Eligible Expenses_Frontier Park Phase 3	
Land acquisition	\$112,000
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,600
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Conritubtion	\$19,500
Electrical Infrastructure	\$24,000
Sidewalks	\$4,200
Paving Assessment East 14th Ave	\$0
contingencies	\$54,349
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
<b>TOTAL:</b>	<b>\$577,837</b>

### **PHASE 4 USES:**

Eligible Expenses_Frontier Park Phase 4	
Land acquisition	\$140,000
Sewer	\$29,400
Water	\$32,320
Dewatering	\$20,000
Grading / Fill	\$59,000
Paving	\$69,634
Testing	\$5,000
Storm Sewer	\$33,108
SWPP Plan	\$5,000
Seeding	\$2,000
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Conritubtion	\$20,000
Electrical Infrastructure	\$28,000
Sidewalks	\$5,580
Paving Assessment East 14th Ave	\$26,000
contingencies	\$54,204
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
<b>TOTAL:</b>	<b>\$569,246</b>

\* The above "Sources" are preliminary estimates based on 2020 pricing and are subject to change.

Exhibit "E"

**SOURCES:**

General Assumptions:

Base Value: \$4,055 (per lot) un-platted; \$30,000 (per lot) platted  
Number of units: 63  
Final Value: \$275,000 (per lot)  
Tax Levy (2019): 1.893994  
TIF Indebtedness: Phase One: \$995,069; Phase Two: \$551,317; Phase Three: \$514,424; Phase Four: \$568,546  
Interest Rate: 8.00%

Amortization:

<b>Phase</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Number of Sub-Phases	3	2	2	2
Effective Date(s)	SP1: 2021 SP2: 2022 SP3: 2023	SP1: 2024 SP2: 2025	SP1: 2026 SP2: 2027	SP1: 2028 SP2: 2029
# of Units (Single Family)	24	13	12	14
TIF Period	15 (per sub-phase)	15 (per sub-phase)	15 (per sub-phase)	15 (per sub-phase)
Base Value (all sub-phases)	\$201,100	\$130,550	\$100,550	\$160,550
Completed Value (all sub-phases)	\$6,600,000	\$3,575,000	\$3,300,000	\$3,850,000
Total Taxes per year (all sub-phases)	\$125,003	\$67,710	\$62,501	\$72,918
Tax Increment per year (all sub-phases)	\$121,194	\$65,238	\$60,598	\$69,878
Less 1% fee	\$119,822	\$64,568	\$59,992	\$69,180
Total Increment over TIF Period (all sub-phases)	\$1,797,330	\$968,790	\$899,880	\$1,037,700
Phase Years	SP1: 1 to 15 SP2: 2 to 16 SP3: 3 to 17	SP1: 4 to 18 SP2: 5 to 19	SP1: 6 to 20 SP2: 7 to 21	SP1: 8 to 22 SP2: 9 to 23
TIF Indebtedness	\$995,069	\$551,317	\$514,424	\$568,546
Future Value of TIF Indebtedness at 8%	\$1,679,748	\$968,790	\$899,880	\$968,520

\* The above figures are estimates based upon the above assumptions and notes in Exhibit "F", and are subject to change.

**EXHIBIT "F"**

**Cost-Benefit Analysis  
(Pursuant to Neb. Rev. Stat. § 18-2113)**

The cost-benefit analysis for the Redevelopment Project, as described in the attached Redevelopment Plan, which will utilize funds authorized by section 18-2147 of the Act, is provided below:

**1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:**

The taxes generated by the base value of the Project Site will continue to be allocated between the relevant taxing jurisdictions pursuant to the Act. Only the incremental taxes created by the Redevelopment Project will be captured to pay for the project's eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Redevelopment Project, the true tax shift of the Redevelopment Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the estimated 15 year tax shift for each phase and sub-phase of the Redevelopment Project is set forth in Exhibit "E" of the Redevelopment Plan.

*Notes:*

- 1. The assessed value of the Project Site January 1, 2019 was \$255,450.*
- 2. The Project Site will be re-platted into 63 lots. The Project Site will be re-platted on a phase-by-phase basis. It is anticipated that the base value for each lot prior to re-platting will be approximately \$4,055, and the base value for each lot subsequent to re-platting will be approximately \$30,000. Accordingly, the base value for each lot during the first sub-phase of each phase is anticipated to be \$4,055, and \$30,000 per lot for subsequent sub-phases; provided that Redeveloper intends to re-plat the Phase 1 area in two parts, so it is anticipated that each lot associated with the second sub-phase of Phase 2 will have a base value of \$4,055.*
- 3. As represented by the base value in the amortization table in Exhibit "E", Redeveloper anticipates the following base values:*

*Phase 1*

- Sub-Phase 1: 13 lots \$4,055 base value each*
- Sub-Phase 2: 7 lots \$4,055 base value each*
- Sub-Phase 3: 4 lots \$30,000 base value each*

Phase 2

Sub-Phase 1: 10 lots \$4,055 base value each

Sub-Phase 2: 3 lots \$30,000 base value each

Phase 3

Sub-Phase 1: 10 lots \$4,055 base value each

Sub-Phase 2: 2 lots \$30,000 base value each

Phase 4

Sub-Phase 1: 10 lots \$4,055 base value each

Sub-Phase 2: 4 lots \$30,000 base value each

4. *The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2019 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

**2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:**

a. Public infrastructure improvements and impacts:

The Redevelopment Project requires extensive public infrastructure installation. The Project Site will require additional public roadways, as there is currently not access to serve the Project Site. The Redevelopment Project will include a through-street providing access to the Project Site from Armory Road and East 14th Avenue, and such costs are not included as part of the Redevelopment Project. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. Redeveloper will construct or extend water and sewer systems to provide appropriate service to the Project Site; and the Project Site will be filled and graded to provide for effective surface water runoff. Redeveloper also anticipates the construction of electric utilities extending to the residences within the Project Site. It is the intent of this Redevelopment Plan that such infrastructure and site preparation be paid for by the Redeveloper with such cost to be reimbursed by TIF. The Agency and Redeveloper do not anticipate that the Redevelopment Project will have a negative impact on now-existing City infrastructure.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Redevelopment Project should create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Redevelopment Project, the Redevelopment

Project should generate immediate tax growth for the City. The Redevelopment Project and new residences therein will require and pay for City services. Additionally, the City will collect sales tax on a portion of the materials used for the Redevelopment Project. It is not anticipated that the Redevelopment Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

**3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:**

It is not anticipated that any employers will be located within the Project Site. However, the Redevelopment Project is anticipated to provide needed additional housing for employees of businesses in the area. The construction of approximately 63 additional housing units should generate a new pool of employees for employers of such businesses. TIF will allow these houses to be priced within the “missing middle” housing price range. Accordingly, the Redevelopment Project is not anticipated to have an adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project.

**4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:**

The Redevelopment Project should have a material positive impact on private sector businesses and citizens outside the boundaries of the Project Site. The Redevelopment Project will involve installation of public utilities, and the use of TIF should defray the costs of these and other public improvements that would otherwise be paid through tax revenue or special assessments that would burden adjacent property owners. The Redevelopment Project will provide much needed housing in the community, which will benefit employers, employees, and the City in general. Further, the housing units constructed as part of the project should increase the need for services and products from existing businesses, such as household products and general consumer services. Accordingly, the Redevelopment Project is anticipated to have a positive impact on surrounding employers and employees.

**5. Impacts on student populations of school districts within the City:**

The increase of population density within the Project Site will naturally result in an increase in school-aged children within the related school districts. However, there is no indication that the schools within the district are unable to withstand an increase in enrollment proportionate to the size of the Redevelopment Project. The school district will not receive taxes from the residences built during the time the increased taxes are utilized to pay the TIF indebtedness. The school district has received state aid to education in the past. Part of the

school aid formula involves assessed valuation in the school district. The valuation that generates the TIF payments is not included in the formula and does not count against the state aid that the school district would receive. Taxes on any increase in the base value of the land will benefit the school district. After the TIF indebtedness is paid, or at the end of the respective 15 years of division of taxes, whichever is sooner, the increased valuation from the residential construction will be available to the school district. As such, Redeveloper and the Agency do not anticipate a negative impact on school districts located within the boundaries of the area of the Redevelopment Project.

**6. Other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:**

The Project Site is blighted and contains substandard conditions that are a detriment to the City as a whole. The Redevelopment Project will revitalize and occupy a vacant space without negatively impacting the surrounding businesses, residents or straining the public infrastructure. There are no other material impacts determined by the Agency relevant to the consideration of the cost or benefits arising from the Redevelopment Project. As such, the costs of the Redevelopment Project are outweighed by its benefits.

1. Resolution No. R20-52 approving amendment to redevelopment plan.

**RESOLUTION NO. R20-52**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT PLAN ENTITLED "AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE ARMORY NEIGHBORHOOD REDEVELOPMENT AREA (THE FRONTIER PARK REDEVELOPMENT PROJECT)".

WHEREAS, the City Council of the City of Columbus, Nebraska (the "Council"), acts as the governing body of, and exercises all functions of, the Community Development Agency of the City of Columbus, Nebraska (the "Agency"); and

WHEREAS, the Mayor and Council approved Resolution No. R18-10 on February 5, 2018; and

WHEREAS, section 10 of Resolution No. R18-10 declared the areas legally described in that Resolution which it referred to as "Redevelopment Areas" to be blighted and substandard and in need of redevelopment under the terms of Nebraska Revised Statutes sections 18-2103(10) and (11) and section 18-2109; and

WHEREAS, one of the areas declared blighted and substandard and in need of redevelopment via Resolution No. R18-10 is Redevelopment Area 9 (the "Armory Neighborhood Redevelopment Area"); and

WHEREAS, it is contemplated that redevelopment of the Armory Neighborhood Redevelopment Area may occur in phases and will occur pursuant to one or more redevelopment plans and/or projects; and

WHEREAS, the Mayor and Council finds based on substantial evidence in the record of this proceeding that redevelopment of the Armory Neighborhood Redevelopment Area will result in the elimination and prevention of blight and aligns with the purposes of the Community Redevelopment Law and the Comprehensive Plan of the City; and

WHEREAS, attached hereto as Exhibit "A" is a redevelopment plan for redevelopment within the Armory Neighborhood Redevelopment Area (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan sets forth a redevelopment project within the Armory Neighborhood Redevelopment Area; and

WHEREAS, the Planning Commission of the City of Columbus, Nebraska, provided written findings on and recommended the Council's adoption and approval of the Redevelopment Plan on May 11, 2020; and

WHEREAS, the Redevelopment Plan complies with the Comprehensive Plan of the City, and will result in the elimination and prevention of blight; and

WHEREAS, the redevelopment set forth in the Redevelopment Plan would not be economically feasible without the use of tax-increment financing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA:

Section 1. The Redevelopment Plan attached as Exhibit "A" complies with the Comprehensive Plan of the City.

Section 2. Based on the substantial evidence in the record of this proceeding, the Council finds as follows:

(a) The proposed land uses and building requirements in the redevelopment area as described in the Redevelopment Plan are designed with the general purpose of accomplishing, in conformance with the City's Comprehensive Plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development; that under the Redevelopment Plan adequate provision is made for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations, the provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.

(b) The Redevelopment Plan contains a satisfactory statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Redevelopment Plan with respect to the redevelopment project set forth therein; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to the redeveloper; that the Redevelopment Plan sets forth a satisfactory method of financing for the proposed redevelopment

consisting of direct payment for public improvements or grant assistance to the redeveloper for the redevelopment area, as designated in the Redevelopment Plan which method of financing is the issuance by the City of its tax increment revenue bond to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Redevelopment Plan, which are currently expected to be displaced from such area.

(c) The cost-benefit analysis prepared in conjunction with the Redevelopment Plan and attached thereto sets forth the factors required under section 18-2113 of the Nebraska Revised Statutes and supports the Council's adoption and approval of the Redevelopment Plan.

Section 4. The redevelopment set forth in the Redevelopment Plan would not be economically feasible without the use of tax-increment financing; would not occur in the redevelopment area described in the Redevelopment Plan without the use of tax-increment financing; and the costs and benefits of the Redevelopment Plan, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of all those impacted by the Redevelopment Plan.

Section 5. Based on the foregoing and substantial evidence in the record of this proceeding, the Mayor and Council hereby approves and adopts the Redevelopment Plan.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:



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

**EXHIBIT "A"**  
**Redevelopment Plan**

(See attached)

**AMENDMENT TO THE REDEVELOPMENT PLAN FOR  
THE ARMORY NEIGHBORHOOD REDEVELOPMENT AREA  
(THE FRONTIER PARK REDEVELOPMENT PROJECT)**

**PREPARED MARCH, 2020**

**BY THE COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF COLUMBUS, NEBRASKA**

**A. Introduction**

This Amendment to the Redevelopment Plan for the Armory Neighborhood Redevelopment Area (this “Redevelopment Plan”) is a guide for redevelopment activities to remove or eliminate blight and substandard conditions within the City of Columbus, Nebraska (“City”). The Mayor and City Council of the City (the "Council"), recognizing that blighted and substandard conditions are a threat to the continued stability and vitality of the City, designated certain areas of the City to be blighted and substandard and in need of redevelopment pursuant to the requirements of the Nebraska Community Development Law, sections 18-2101 et. seq., as amended (the "Act").

On September 4, 2018, via Resolution No. R18-116, the Council adopted and approved a redevelopment plan (the “General Plan”) for the blighted and substandard community redevelopment area referred to as the Armory Neighborhood Area, a/k/a “Area 9” (referred to herein as the “Redevelopment Area”). The General Plan provides, inter alia, that “the City anticipates that it will amend [the General Plan] to set forth additional redevelopment projects [within the Redevelopment Area] in the future.”

This Redevelopment Plan submits the phased implementation of a redevelopment project in the Redevelopment Area to optimize the tax increment financing ("TIF") resources available for site acquisition, construction of eligible public improvements, and to remove existing and avoid future blighted and substandard conditions. This Redevelopment Plan contemplates the phased construction of approximately 63 single-family homes within the Redevelopment Area (such public and private improvements required therefrom are collectively referred to herein as the "Redevelopment Project").

**B. Redevelopment Area; Project Site; Existing Conditions**

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries of the Redevelopment Area. The Redevelopment Area is identical to "Redevelopment Area 9," which the Council previously declared blighted and substandard and in need of redevelopment. The Redevelopment Area is located east of East 14th Avenue between Armory Drive and Minden Drive in the City. Exhibit "A-1", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the area to be developed as part of the Redevelopment Project (the "Project Site"). The Project Site is located to the northeast of the intersection of Armory Drive and East 14th Avenue. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

**C. Conformance with the Comprehensive Plan**

It is essential to the City's comprehensive plan for development (the "Comprehensive Plan") that dilapidated, inadequate, or deteriorating portions of the City conform to the current and future needs of the City as it continues to grow and expand. The Comprehensive Plan recommends "contiguous growth of residential land use" throughout the neighborhood encompassing the Redevelopment Area.

Additionally, the "Envision Columbus 2040" comprehensive plan states that the City's "inadequate housing supply remains one of the City's greatest challenges." The "2017 City of Columbus Housing Study" noted the need for additional housing. The study included the following conclusions, among many other findings:

- The City must produce additional housing options across all price-points to enable movement in the market.
- Respondents indicated their strong desire for a variety of smaller housing options including small and mid-size single-family homes, townhomes, duplexes, apartments, and independent senior living opportunities.
- Many respondents expressed the desire for more quality housing units and for better property maintenance overall.

Redeveloper intends to develop the Project Site for the purpose of constructing single-family residences. The City's Comprehensive Plan and other plans for development and expansion of the City contemplate the need for housing. This Redevelopment Plan and the Redevelopment Project described herein further those goals and comply with the City's Comprehensive Plan for land use and development.

Exhibit "B", attached hereto and incorporated herein, shows a portion of the future use map (showing the Redevelopment Area and surrounding areas) included within the City's Comprehensive Plan. The map sets forth an R-R (Rural Residential) designation for future use of the Redevelopment Area. The Redevelopment Project will require a zoning change to single-family residential, and such change shall supersede and control with respect to future use.

**D. Redevelopment Project Overview**

Redeveloper is the fee simple owner of the Project Site. The Project Site is located to the northeast of the intersection of Armory Drive and East 14th Avenue on a vacant parcel of land. The Redevelopment Project will consist of constructing approximately 63 single-family homes over the course of multiple phases/years, as described in further detail below. The typical house area, excluding basement, is 1,200 square feet to 1,450 square feet with 2-car garage. No

public acquisition of the Project Site is anticipated. Additionally, no families will be displaced as a result of the Redevelopment Project.

The Redevelopment Project will require infrastructure improvements and other public and private improvements which are not financially feasible to undertake at one time. Completing the Redevelopment Project in phases will allow the Redeveloper to maximize the TIF resources available for public improvements, which will be necessary for the Redevelopment Project to succeed. Further, implementation of the Redevelopment Project in multiple phases will allow Redeveloper to construct the private improvements at a rate that the market can support, and to adapt subsequent phases of the project to the changing needs of the City. The Community Development Agency for the City (the "Agency") and Redeveloper anticipate that Redeveloper will construct the Redevelopment Project in four phases consisting of the following private improvements:

**"Phase One"**: Construction of approximately 24 single-family homes.

**"Phase Two"**: Construction of approximately 13 single-family homes.

**"Phase Three"**: Construction of approximately 12 single-family homes.

**"Phase Four"**: Construction of approximately 14 single-family homes.

Each phase may be further divided into sub-phases based upon the rate of construction, such that the "effective date" (as provided under section 18-2147 of the Act) for purposes of TIF will be determined on a lot by lot basis in order to maximize the TIF proceeds available to help finance the public improvements. While the market will determine the actual completion schedule for each phase, Redeveloper anticipates that the buildout of Phase One will take approximately 30 months, and each subsequent phase will take approximately 18 months. However, the Redevelopment Project requires flexibility and may have more or less sub-phases over the course of additional years.

Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for all phases of the Redevelopment Project. Subsequent to the approval of this Redevelopment Plan, Redeveloper intends to re-plat the Project Site in the manner shown thereon.

**E. Existing Conditions**

**1. Existing Land Use**

The Project Site consists of vacant, undeveloped land.

## **2. Existing Zoning**

The Project Site is currently zoned as R-R (Rural Residential).

## **3. Existing Public Improvements**

Public access to the Project Site is currently non-existent. The Project Site is without paving, sewer, water, storm sewer, electrical service, public walks, and related infrastructure.

## **F. Proposed Redevelopment**

### **1. Public Improvements**

The Redevelopment Project will require significant infrastructure improvements and other public improvements. These improvements will include, but are not limited to:

#### **a. Public Access; Traffic Flow, Street Layouts and Street Grades**

The Project Site will require additional public roadways, as there is currently not access to serve portions of the Project Site. As shown on the Exhibit "C" site plan, the development includes the construction of a through-street connecting to both Armory Drive and East 14th Avenue. Redeveloper will also construct sidewalks per the City's requirements. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. All streets and other public infrastructure constructed by Redeveloper will be subject to review and approval by the City's engineer or other designee of the City.

#### **b. Construction of Water and Sewer Improvements.**

Redeveloper will construct or extend water and sewer systems to provide appropriate service to the Project Site; and the Project Site will be filled and graded to provide for effective surface water runoff.

#### **c. Other incidental improvements**

The Project Site is currently undeveloped and will require grading to provide effective drainage throughout the area. The Project Site requires filling and grading to properly drain the ground water runoff and provide appropriate grading levels to erect housing units. Redeveloper also anticipates the construction of electric utilities extending to the residences within the Project

Site. The anticipated public improvements (and costs related to the public improvements) for each of the four phases are listed in Exhibit "E", attached hereto and incorporated herein.

d. Additional public facilities or utilities

Other than the construction or extension of the utilities and infrastructure detailed above, Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Redevelopment Project.

e. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Redevelopment Project.

f. Population Density

The Project Site currently sits undeveloped and vacant. The Redevelopment Project will increase population density in the area. However, the City desires an increase in population density in the area to provide additional housing in the City. Redeveloper will properly plat the Redevelopment Project to accommodate the increase in population density and construct adequate public infrastructure improvements to accommodate any increase in population density anticipated as part of the Redevelopment Project. The Redevelopment Project will comply with the City's applicable density requirements.

g. Land Coverage

Land coverage for the Project Site includes approximately 17.66 acres of undeveloped land. The Redevelopment Project will consist of the construction of approximately 63 single-family homes, with the footprint shown on the site plan set forth in Exhibit "C". The Redevelopment Project will comply with all applicable land coverage ratios required by the City.

h. Parking

Each dwelling unit will include an attached two-car garage. No parking requirements apply to the Redevelopment Project.

g. Zoning, Building Code and Ordinance

The Project Site is currently zoned as R-R (Rural Residential). The Redevelopment Project requires a change of zoning for the Project Site from R-R to R-1 (Single-Family

Residential. Redeveloper will be responsible for all zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

### **3. Private Improvements**

Private improvements for the Redevelopment Project Area consist of the construction of approximately 63 single-family homes over the course of four phases (and sub-phases thereof). Redeveloper or other builders taking reconveyance from Redeveloper will construct the private improvements. Paragraph D of this Redevelopment Plan details the anticipated phasing of the private improvements.

#### **G. Project Costs**

The total estimated costs of the Redevelopment Project are \$17,269,408 (for all four phases). The estimated costs of the Redevelopment Project are attached and incorporated herein as Exhibit "D". Such figures are only estimates based upon 2020 pricing, and are subject to change without further amendment of this Redevelopment Plan.

#### **H. Implementation**

Redeveloper is unable to undertake the construction in Phase One of the Redevelopment Project without some assurance that Redeveloper can undertake the additional phases. According to Redeveloper, it could not complete the initial public improvements for Phase One but-for the approval of the entire Redevelopment Project and, likewise, the subsequent phases of the Redevelopment Project would not occur but-for these initial public improvements. Accordingly, this Redevelopment Plan contemplates that the costs and expenses of all the public improvements for the Redevelopment Project are eligible TIF uses for each phase of the Redevelopment Project (as allocated). As such, Redeveloper may apply the TIF Indebtedness (defined below) generated from each phase of the Redevelopment Project toward the payment of the eligible expenses of the entire Redevelopment Project, if necessary, provided there is no duplication of expenses.

The Redevelopment Project's construction schedule will depend on the rate that the residential dwelling units are sold, but based upon the current housing market and the need for housing in the City, Redeveloper anticipates that Phase One will be completed in approximately 30 months, and the subsequent phases will be completed in approximately 18 months; provided that market demand and other extraneous factors may necessitate that Redeveloper completes one or more phases over a number of additional years. Redeveloper intends to commence the subsequent phase of the Redevelopment Project as soon as the then-current phase is completed. Redeveloper anticipates the following construction schedule:

Phase One:

Construction start date: Upon TIF approval

Construction completion date: October 1, 2022

Phase Two:

Construction start date: March 1, 2023

Construction completion date: October 1, 2024

Phase Three:

Construction start date: March 1, 2025

Construction completion date: October 1, 2026

Phase Four:

Construction start date: March 1, 2027

Construction completion date: October 1, 2028

The anticipated start dates and completion dates for the four phases are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors. Additional phases or sub-phases spanning a number of years beyond the anticipated completion dates listed above may be necessary as a result of such extraneous conditions or factors. Further, based upon the specific circumstances surrounding the Covid-19 pandemic ongoing at the time of this Redevelopment Plan, and the uncertainty stemming therefrom related to future market conditions and Redeveloper's ability to conduct normal day-to-day business, the construction start date for Phase One may be delayed until the 2022 calendar year in Redeveloper's sole and absolute discretion. Such delay would cause a commensurate delay in the subsequent phases, and such occurrence is specifically acknowledged and permitted in this Redevelopment Plan.

Upon the completion of each phase or sub-phase thereof, Redeveloper will submit to the Agency an amendment to the "redevelopment contract" (as defined in the Act) on a form prescribed by the Agency. Each amendment to the redevelopment contract shall set forth the "effective date" (as defined in the Act) for the pertinent phase or sub-phase and must be submitted to the Agency on or before June 30 of the year in which taxes are to be divided for such phase or sub-phase.

**I. Financing**

The City and the Agency contemplate the use of TIF for the Redevelopment Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied

upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as “TIF Revenues”) shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount for each phase or sub-phase thereof will be determined in the manner that will be set forth in the redevelopment contract, or amendment thereof, and/or the resolution(s) authorizing the TIF Indebtedness. The Agency and Redeveloper anticipate that the effective dates will be different for each of the phases, and/or sub-phases thereof; and therefore the increment period for each phase or sub-phase thereof will be different. The Agency and Redeveloper anticipate the issuance of one TIF bond or note for each phase of the Redevelopment Project (i.e., four bonds or notes, total); provided that the Agency, in its discretion and upon the reasonable request of Redeveloper, may issue more or less TIF bonds or notes based upon the rate of construction.

Notwithstanding any provision herein to the contrary, all tax revenues resulting from improvements constructed/installed after the commencement of the first portion of each phase or sub-phase thereof shall only be divided and allocated over the applicable 15-year increment period (per phase or sub-phase thereof) or payment of the TIF Indebtedness, whichever occurs first.

## **1. Necessity of TIF**

Redeveloper has represented and warranted to the City that it would not be economically feasible to develop the Redevelopment Project without TIF. In support thereof, Redeveloper represented and warranted as follows in its application to the City for TIF:

The Redevelopment Project as designed is not economically feasible without the use of TIF. The single-family lots are designed in anticipation of smaller single-family units with 2-car garages. Developments are generally tailored to the location of the property in conjunction with a target market that will find the location agreeable with their expectations. The Redeveloper's analysis of this location is that the market would respond best to homes priced on the moderate end of the new-construction spectrum, or approximately \$275,000. At a sale price of \$275,000, Redeveloper's return on investment would be slightly above 0% in relation to the \$17,269,408 total cost of the Redevelopment Project. Accordingly, without TIF, the cost of development plus house construction would far exceed the marketable price points for the properties. Thus, the Redevelopment Project as designed is not economically feasible and will not be constructed but for TIF.

Additionally, due to the significant public improvement costs, Redeveloper would not construct the Redevelopment Project without the use of TIF for all phases of the Redevelopment Project. Construction of Phase One is not feasible without the intent to complete all the phases, and the subsequent phases are not feasible without the use of TIF. Thus, the entire Redevelopment Project must be approved for TIF in order for any individual phase of the Redevelopment Project to proceed.

In accordance with the above representations of Redeveloper, the Redevelopment Project is not economically viable without the assistance of TIF and Redeveloper would not construct the Redevelopment Project without TIF.

## **2. Sources and Uses of Financing**

Based upon the projections provided in Exhibit "E", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of four TIF bonds or notes (the "TIF Indebtedness") in the following principal amounts:

Phase One:	\$995,069
Phase Two:	\$551,317
Phase Three:	\$514,424
Phase Four:	\$568,546

It is anticipated that the TIF Indebtedness will carry an interest rate of 8.0%. Notwithstanding the foregoing, given the extensive period of construction and the unknowns associated with market demand inherent thereto, this Redevelopment Plan contemplates that the number of bonds or notes, and principal amounts and interest rates associated thereto, may be increased or lowered. Notwithstanding the foregoing, the aggregate principal amount shall not exceed the total TIF-eligible costs incurred by Redeveloper, and the aggregate future value of all TIF Indebtedness shall not exceed \$4,516,938, in accordance with the amortization table provided in Exhibit "E". The final principal and interest amount comprising the TIF Indebtedness shall be determined by the Agency and set forth in the redevelopment contract or bond resolution.

The total estimated cost of the Redevelopment Project is \$17,269,408 (for all four phases). Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity and traditional bank financing. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors, and may be revised in the redevelopment contract for Phase Two and Phase Three.

**J. Cost-Benefit Analysis**

A cost-benefit analysis for the Redevelopment Project is attached as Exhibit "F" and incorporated herein.

Exhibits:

- Exhibit A: Redevelopment Area
- Exhibit A-1: Project Site and Existing Land Use
- Exhibit B: Future Land Use Map
- Exhibit C: Site Plan and Future Land Use
- Exhibit D: Estimated Construction Cost of the Redevelopment Project
- Exhibit E: Sources and Uses of TIF
- Exhibit F: Cost-Benefit Analysis

# EXHIBIT "A"

## Project Site and Existing Land Use

Depiction of Redevelopment Area (outlined in brown):

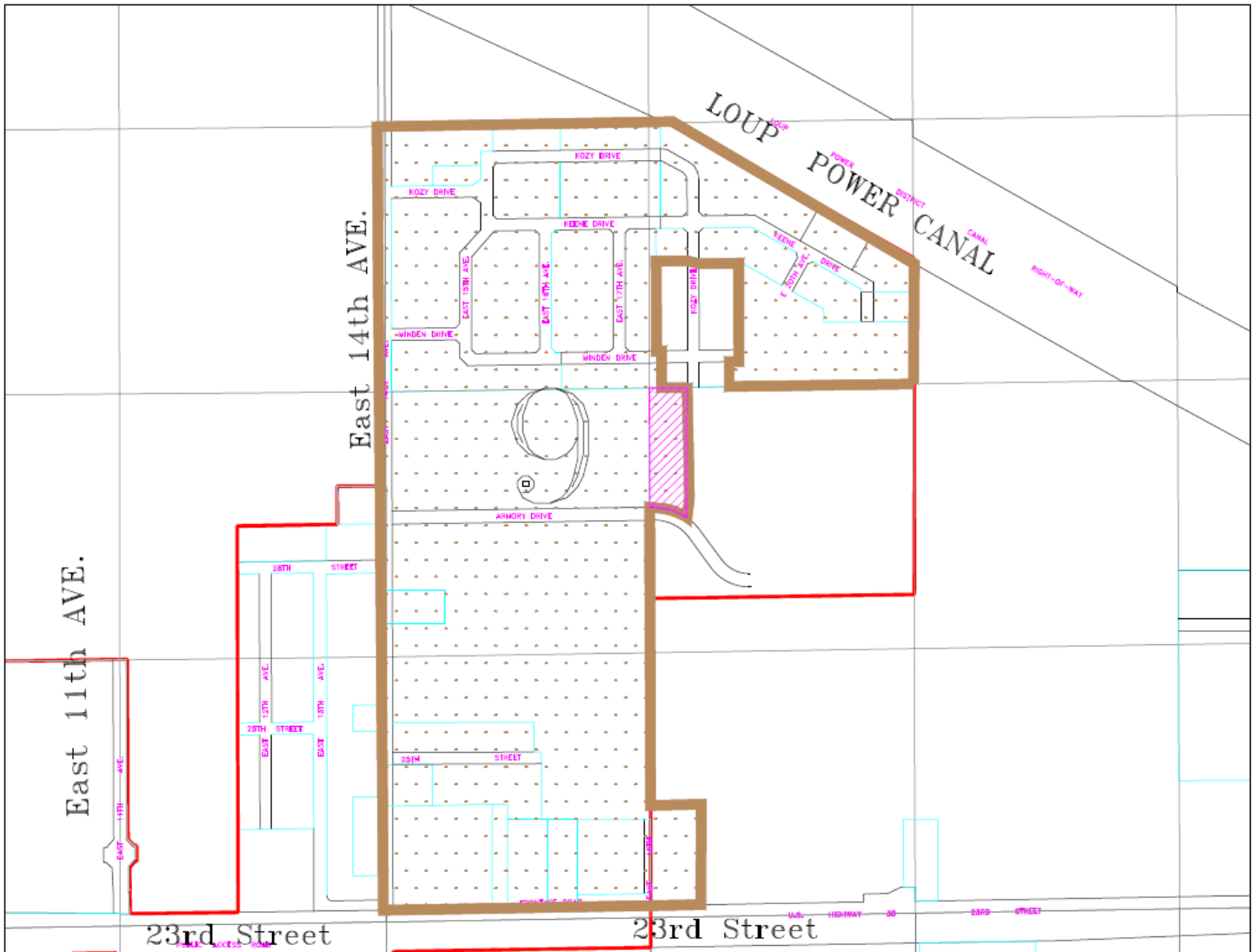


Exhibit "A"

Existing Conditions of Redevelopment Area and Surrounding Area:

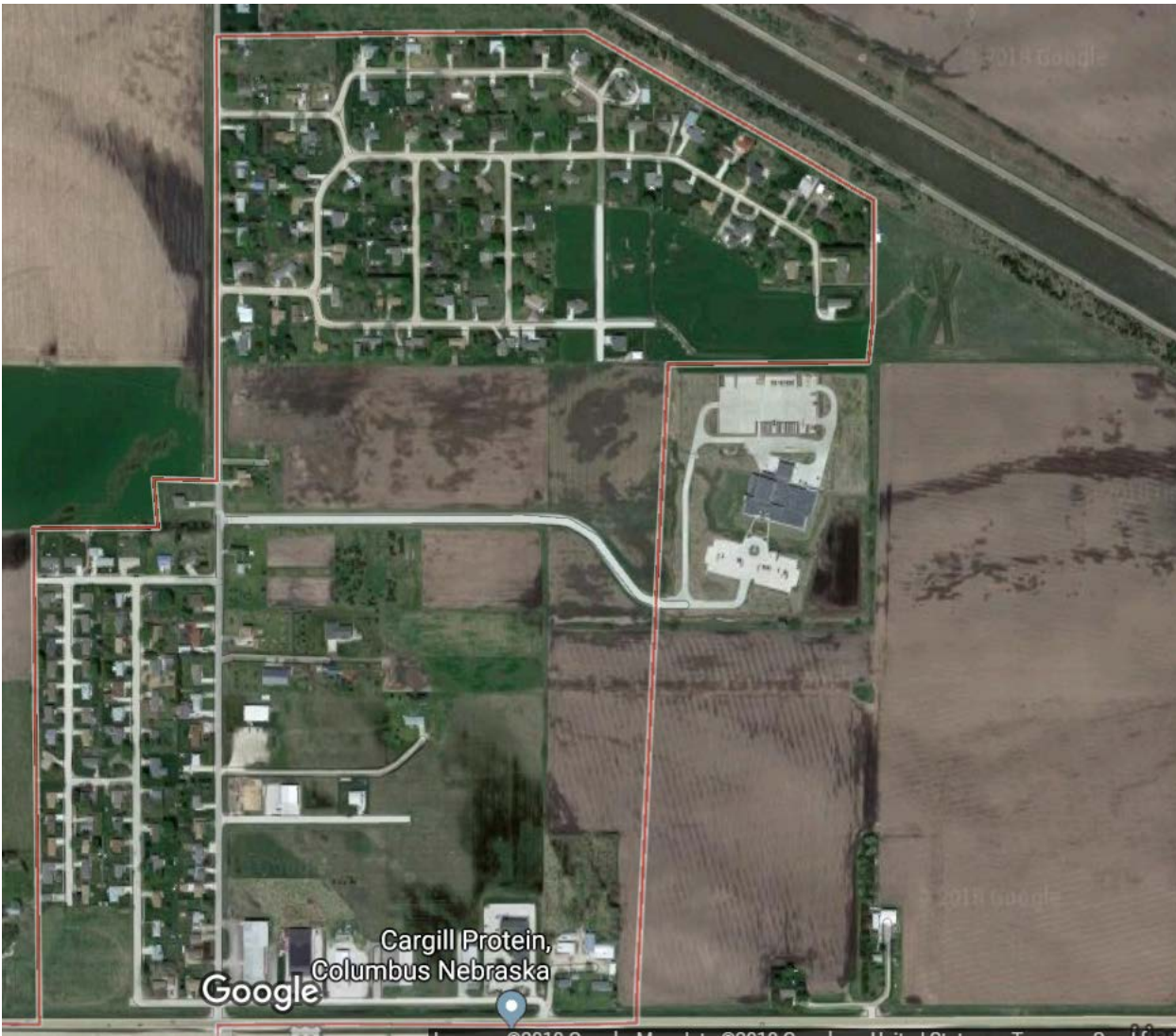


Exhibit "A"

## EXHIBIT "A-1"

### Project Site and Existing Land Use

#### Legal Description:

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 17 NORTH, RANGE 1 EAST OF THE SIXTH P.M., PLATTE COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE N88°02'45"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 32.83 FEET TO THE SOUTHWEST CORNER OF JOHANNES 1ST SUBDIVISION, AS PLATTED IN THE CITY OF COLUMBUS; THENCE CONTINUING N88°02'45"E ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 12 AND 13 OF SAID JOHANNES 1ST SUBDIVISION, A DISTANCE OF 341.59 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE N88°05'39"E CONTINUING ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 14 THROUGH 16 INCLUSIVE, OF SAID JOHANNES 1ST SUBDIVISION, A DISTANCE OF 509.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 16; THENCE N87°59'52"E CONTINUING ON SAID NORTH LINE AND ON THE SOUTH LINE OF LOTS 1 THROUGH 3 INCLUSIVE OF JOHANNES 2ND SUBDIVISION, AS PLATTED IN THE CITY OF COLUMBUS, A DISTANCE OF 439.59 FEET TO THE NORTHEAST CORNER OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE S01°49'41"E ON THE EAST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 606.36 FEET TO THE NORTH RIGHT OF WAY LINE OF ARMORY DRIVE AS DESCRIBED IN DEED BOOK 222, PAGE 1182 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR PLATTE COUNTY, NEBRASKA; THENCE S88°07'05"W ON SAID NORTH RIGHT OF WAY LINE, PARALLEL WITH AND 60.00 FEET DISTANT FROM THE SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1322.20 FEET TO THE WEST LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE N01°55'07"W ON SAID WEST LINE, A DISTANCE OF 60.03 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED BOOK 207, PAGE 992 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR PLATTE COUNTY, NEBRASKA; THENCE N89°03'59"E ON THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 210.06 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE N01°55'12"W ON THE EAST LINE OF SAID TRACT, A DISTANCE OF 149.96 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE S89°04'09"W ON THE NORTH LINE OF SAID TRACT, A DISTANCE OF 210.05 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE N01°55'07"W ON SAID WEST LINE, A DISTANCE OF 394.76 FEET TO THE POINT OF BEGINNING, CONTAINING 17.66 ACRES, MORE OR LESS.

\* Subsequent to the approval of this Redevelopment Plan, the Redeveloper intends to re-plat the Project Site as shown on Exhibit "C". Subsequent to said re-plat, the above legal description shall be replaced with the legal description provided in the re-plat of the Project Site approved by the City.

Depiction and Current Condition (outlined in red):

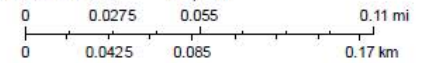


March 23, 2020

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:2,257

- Lot Lines
- ▭ Columbus City Limits
- ▭ Parcels
- ▭ Townships
- ▭ Sections

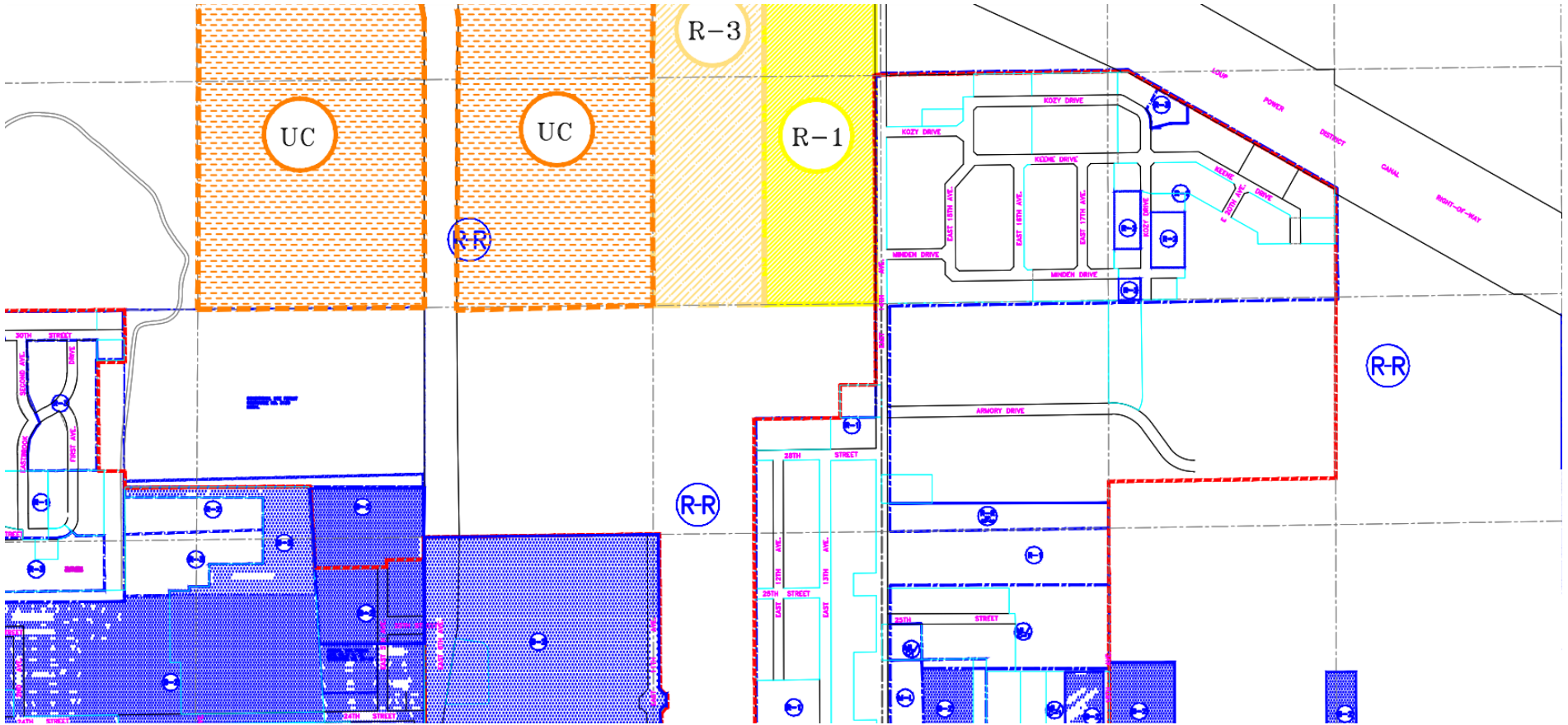


Platte County  
gWorks.

Exhibit "A-1"

# EXHIBIT "B"

## Future Land Use Map

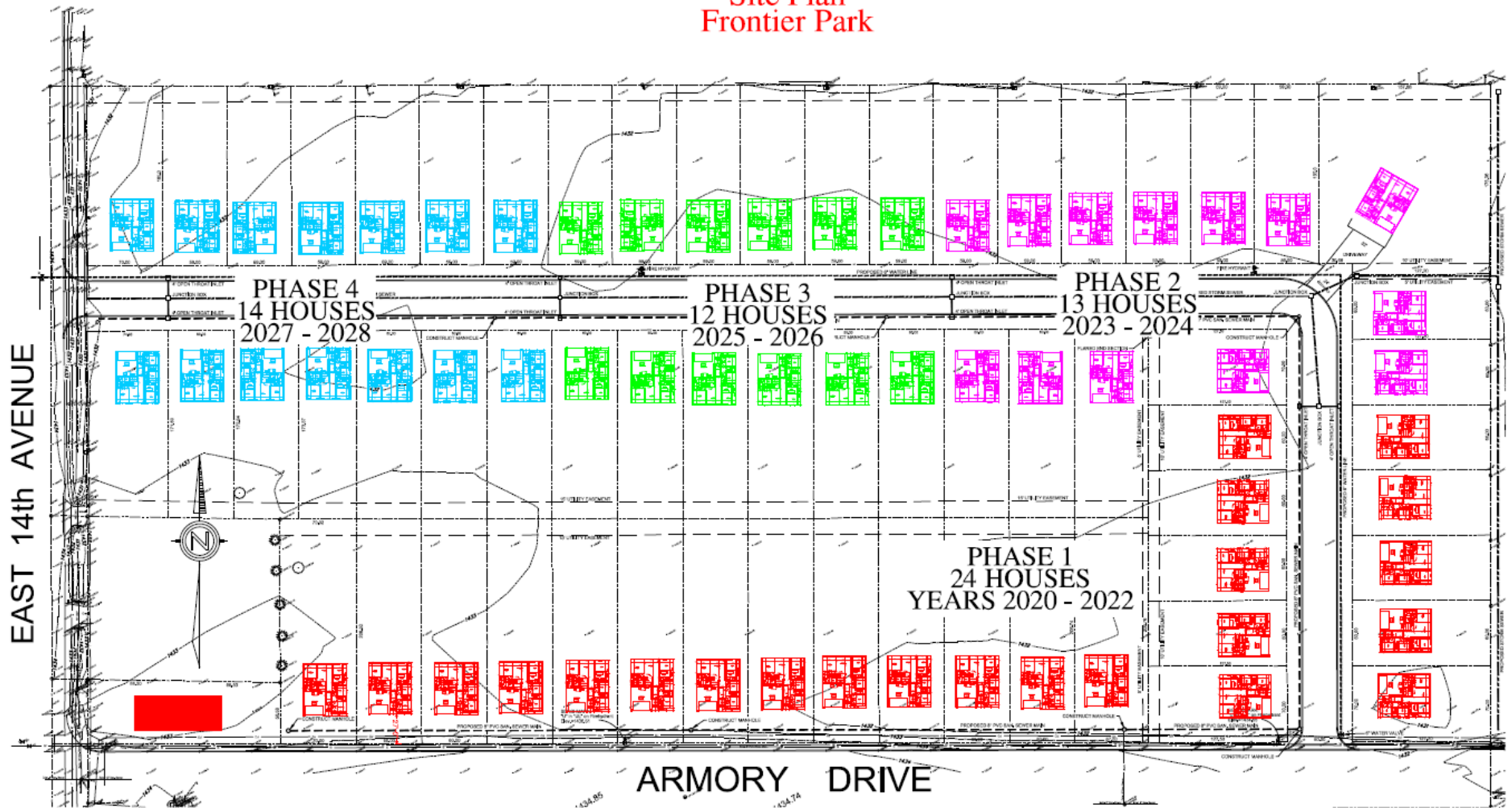


\* Project Site designated as R-R (Rural Residential).

**EXHIBIT "C"**

**Site Plan and Future Land Use**

**Site Plan  
Frontier Park**



\* The above is a preliminary site plan and is subject to change.

Exhibit "C"

**EXHIBIT "D"**

**Estimate of Construction Costs**

**PHASE 1:**

Project Costs Estimate_Frontier Park Phase 1	
Land acquisition	\$220,500
Sewer	\$83,430
Water	\$46,580
Dewatering	\$20,000
Grading / Fill	\$160,000
Paving	\$56,199
Testing	\$5,000
Storm Sewer	\$151,491
SWPP Plan	\$5,000
Seeding	\$3,150
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$31,500
Electrical Infrastructure	\$48,000
Sidewalks	\$12,180
Paving Assessment East 14th Ave	\$15,000
Contingencies	\$90,303
Engineering / surveying / platting	\$35,000
Legal fees	\$5,000
City Legal Fees	\$15,000
Building Costs	\$5,520,000
<b>TOTAL PHASE 1</b>	<b>\$6,533,333</b>

**PHASE 2:**

Project Costs Estimate_Frontier Park Phase 2	
Land acquisition	\$136,500
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,950
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contriubtion	\$19,500
Electrical Infrastructure	\$26,000
Sidewalks	\$5,400
Paving Assessment East 14th Ave	\$0
Contingencies	\$57,154
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
Building Costs	\$2,990,000
<b>TOTAL PHASE 2</b>	<b>\$3,598,692</b>

**PHASE 3:**

Project Costs Estimate_Frontier Park Phase 3	
Land acquisition	\$112,000
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,600
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contritubtion	\$19,500
Electrical Infrastructure	\$24,000
Sidewalks	\$4,200
Paving Assessment East 14th Ave	\$0
Contingencies	\$54,394
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
Building Costs	\$2,760,000
<b>TOTAL PHASE 3</b>	<b>\$3,337,837</b>

**PHASE 4:**

Project Costs Estimate_Frontier Park Phase 4	
Land acquisition	\$140,000
Sewer	\$29,400
Water	\$32,320
Dewatering	\$30,000
Grading / Fill	\$59,000
Paving	\$69,634
Testing	\$5,000
Storm Sewer	\$33,108
SWPP Plan	\$5,000
Seeding	\$2,000
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$20,000
Electrical Infrastructure	\$28,000
Sidewalks	\$5,580
Paving Assessment East 14th Ave	\$26,000
Contingencies	\$54,204
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
Building Costs	\$3,220,000
<b>TOTAL PHASE 4</b>	<b>\$3,799,546</b>

**COST TOTALS FOR ALL PHASES:**

Phase One:	\$6,533,333
Phase Two:	\$3,598,692
Phase Three:	\$3,337,837
Phase Four:	\$3,799,546
<b>Total:</b>	<b>\$17,269,408</b>

\* The above estimates are preliminary estimates and subject to change.

\*\* For the project costs that will not be incurred immediately but will occur during subsequent phases, the numbers set forth above are estimated values based on 2020 pricing. These preliminary estimates are subject to change, as Redeveloper has no control over the change in cost of materials and services between the time of the approval of this Redevelopment Plan and commencement of the work on later phases.

## EXHIBIT "E"

### Sources and Uses of TIF

#### PHASE 1 USES:

Eligible Expenses_Frontier Park Phase 1	
Land acquisition	\$220,500
Sewer	\$83,430
Water	\$46,580
Dewatering	\$20,000
Grading / Fill	\$160,000
Paving	\$56,199
Testing	\$5,000
Storm Sewer	\$151,491
SWPP Plan	\$5,000
Seeding	\$3,150
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$31,500
Electrical Infrastructure	\$48,000
Sidewalks	\$12,180
Paving Assessment East 14th Ave	\$15,000
contingencies	\$90,303
Engineering / surveying / platting	\$35,000
Legal fees	\$5,000
City Legal Fees	\$15,000
<b>TOTAL:</b>	\$1,013,333

#### PHASE 2 USES:

Eligible Expenses_Frontier Park Phase 2	
Land acquisition	\$136,500
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,950
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contribution	\$19,500
Electrical Infrastructure	\$26,000
Sidewalks	\$5,400
Paving Assessment East 14th Ave	\$0
contingencies	\$57,154
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City legal fees	\$5,000
<b>TOTAL:</b>	\$608,692

**PHASE 3 USES:**

Eligible Expenses_Frontier Park Phase 3	
Land acquisition	\$112,000
Sewer	\$35,870
Water	\$34,235
Dewatering	\$20,000
Grading / Fill	\$83,000
Paving	\$71,593
Testing	\$5,000
Storm Sewer	\$67,490
SWPP Plan	\$5,000
Seeding	\$1,600
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contriubtion	\$19,500
Electrical Infrastructure	\$24,000
Sidewalks	\$4,200
Paving Assessment East 14th Ave	\$0
contingencies	\$54,349
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
<b>TOTAL:</b>	<b>\$577,837</b>

**PHASE 4 USES:**

Eligible Expenses_Frontier Park Phase 4	
Land acquisition	\$140,000
Sewer	\$29,400
Water	\$32,320
Dewatering	\$20,000
Grading / Fill	\$59,000
Paving	\$69,634
Testing	\$5,000
Storm Sewer	\$33,108
SWPP Plan	\$5,000
Seeding	\$2,000
Erosion Control (silt fence, inlets protection)	\$5,000
SWPP Maintenance	\$5,000
Regional Stormwater Contriubtion	\$20,000
Electrical Infrastructure	\$28,000
Sidewalks	\$5,580
Paving Assessment East 14th Ave	\$26,000
contingencies	\$54,204
Engineering / surveying / platting	\$20,000
Legal fees	\$5,000
City Legal Fees	\$5,000
<b>TOTAL:</b>	<b>\$569,246</b>

\* The above "Sources" are preliminary estimates based on 2020 pricing and are subject to change.

Exhibit "E"

**SOURCES:**

General Assumptions:

Base Value: \$4,055 (per lot) un-platted; \$30,000 (per lot) platted  
Number of units: 63  
Final Value: \$275,000 (per lot)  
Tax Levy (2019): 1.893994  
TIF Indebtedness: Phase One: \$995,069; Phase Two: \$551,317; Phase Three: \$514,424; Phase Four: \$568,546  
Interest Rate: 8.00%

Amortization:

<b>Phase</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Number of Sub-Phases	3	2	2	2
Effective Date(s)	SP1: 2021 SP2: 2022 SP3: 2023	SP1: 2024 SP2: 2025	SP1: 2026 SP2: 2027	SP1: 2028 SP2: 2029
# of Units (Single Family)	24	13	12	14
TIF Period	15 (per sub-phase)	15 (per sub-phase)	15 (per sub-phase)	15 (per sub-phase)
Base Value (all sub-phases)	\$201,100	\$130,550	\$100,550	\$160,550
Completed Value (all sub-phases)	\$6,600,000	\$3,575,000	\$3,300,000	\$3,850,000
Total Taxes per year (all sub-phases)	\$125,003	\$67,710	\$62,501	\$72,918
Tax Increment per year (all sub-phases)	\$121,194	\$65,238	\$60,598	\$69,878
Less 1% fee	\$119,822	\$64,568	\$59,992	\$69,180
Total Increment over TIF Period (all sub-phases)	\$1,797,330	\$968,790	\$899,880	\$1,037,700
Phase Years	SP1: 1 to 15 SP2: 2 to 16 SP3: 3 to 17	SP1: 4 to 18 SP2: 5 to 19	SP1: 6 to 20 SP2: 7 to 21	SP1: 8 to 22 SP2: 9 to 23
TIF Indebtedness	\$995,069	\$551,317	\$514,424	\$568,546
Future Value of TIF Indebtedness at 8%	\$1,679,748	\$968,790	\$899,880	\$968,520

\* The above figures are estimates based upon the above assumptions and notes in Exhibit "F", and are subject to change.

**EXHIBIT "F"**

**Cost-Benefit Analysis  
(Pursuant to Neb. Rev. Stat. § 18-2113)**

The cost-benefit analysis for the Redevelopment Project, as described in the attached Redevelopment Plan, which will utilize funds authorized by section 18-2147 of the Act, is provided below:

**1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:**

The taxes generated by the base value of the Project Site will continue to be allocated between the relevant taxing jurisdictions pursuant to the Act. Only the incremental taxes created by the Redevelopment Project will be captured to pay for the project's eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Redevelopment Project, the true tax shift of the Redevelopment Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the estimated 15 year tax shift for each phase and sub-phase of the Redevelopment Project is set forth in Exhibit "E" of the Redevelopment Plan.

*Notes:*

- 1. The assessed value of the Project Site January 1, 2019 was \$255,450.*
- 2. The Project Site will be re-platted into 63 lots. The Project Site will be re-platted on a phase-by-phase basis. It is anticipated that the base value for each lot prior to re-platting will be approximately \$4,055, and the base value for each lot subsequent to re-platting will be approximately \$30,000. Accordingly, the base value for each lot during the first sub-phase of each phase is anticipated to be \$4,055, and \$30,000 per lot for subsequent sub-phases; provided that Redeveloper intends to re-plat the Phase 1 area in two parts, so it is anticipated that each lot associated with the second sub-phase of Phase 2 will have a base value of \$4,055.*
- 3. As represented by the base value in the amortization table in Exhibit "E", Redeveloper anticipates the following base values:*

*Phase 1*

- |                     |  |
|---------------------|--|
| <i>Sub-Phase 1:</i> | <i>13 lots \$4,055 base value each</i> |
| <i>Sub-Phase 2:</i> | <i>7 lots \$4,055 base value each</i>  |
| <i>Sub-Phase 3:</i> | <i>4 lots \$30,000 base value each</i> |

Phase 2

Sub-Phase 1: 10 lots \$4,055 base value each

Sub-Phase 2: 3 lots \$30,000 base value each

Phase 3

Sub-Phase 1: 10 lots \$4,055 base value each

Sub-Phase 2: 2 lots \$30,000 base value each

Phase 4

Sub-Phase 1: 10 lots \$4,055 base value each

Sub-Phase 2: 4 lots \$30,000 base value each

4. *The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2019 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

**2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:**

a. Public infrastructure improvements and impacts:

The Redevelopment Project requires extensive public infrastructure installation. The Project Site will require additional public roadways, as there is currently not access to serve the Project Site. The Redevelopment Project will include a through-street providing access to the Project Site from Armory Road and East 14th Avenue, and such costs are not included as part of the Redevelopment Project. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. Redeveloper will construct or extend water and sewer systems to provide appropriate service to the Project Site; and the Project Site will be filled and graded to provide for effective surface water runoff. Redeveloper also anticipates the construction of electric utilities extending to the residences within the Project Site. It is the intent of this Redevelopment Plan that such infrastructure and site preparation be paid for by the Redeveloper with such cost to be reimbursed by TIF. The Agency and Redeveloper do not anticipate that the Redevelopment Project will have a negative impact on now-existing City infrastructure.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Redevelopment Project should create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Redevelopment Project, the Redevelopment

Project should generate immediate tax growth for the City. The Redevelopment Project and new residences therein will require and pay for City services. Additionally, the City will collect sales tax on a portion of the materials used for the Redevelopment Project. It is not anticipated that the Redevelopment Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

**3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:**

It is not anticipated that any employers will be located within the Project Site. However, the Redevelopment Project is anticipated to provide needed additional housing for employees of businesses in the area. The construction of approximately 63 additional housing units should generate a new pool of employees for employers of such businesses. TIF will allow these houses to be priced within the “missing middle” housing price range. Accordingly, the Redevelopment Project is not anticipated to have an adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project.

**4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:**

The Redevelopment Project should have a material positive impact on private sector businesses and citizens outside the boundaries of the Project Site. The Redevelopment Project will involve installation of public utilities, and the use of TIF should defray the costs of these and other public improvements that would otherwise be paid through tax revenue or special assessments that would burden adjacent property owners. The Redevelopment Project will provide much needed housing in the community, which will benefit employers, employees, and the City in general. Further, the housing units constructed as part of the project should increase the need for services and products from existing businesses, such as household products and general consumer services. Accordingly, the Redevelopment Project is anticipated to have a positive impact on surrounding employers and employees.

**5. Impacts on student populations of school districts within the City:**

The increase of population density within the Project Site will naturally result in an increase in school-aged children within the related school districts. However, there is no indication that the schools within the district are unable to withstand an increase in enrollment proportionate to the size of the Redevelopment Project. The school district will not receive taxes from the residences built during the time the increased taxes are utilized to pay the TIF indebtedness. The school district has received state aid to education in the past. Part of the

school aid formula involves assessed valuation in the school district. The valuation that generates the TIF payments is not included in the formula and does not count against the state aid that the school district would receive. Taxes on any increase in the base value of the land will benefit the school district. After the TIF indebtedness is paid, or at the end of the respective 15 years of division of taxes, whichever is sooner, the increased valuation from the residential construction will be available to the school district. As such, Redeveloper and the Agency do not anticipate a negative impact on school districts located within the boundaries of the area of the Redevelopment Project.

**6. Other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:**

The Project Site is blighted and contains substandard conditions that are a detriment to the City as a whole. The Redevelopment Project will revitalize and occupy a vacant space without negatively impacting the surrounding businesses, residents or straining the public infrastructure. There are no other material impacts determined by the Agency relevant to the consideration of the cost or benefits arising from the Redevelopment Project. As such, the costs of the Redevelopment Project are outweighed by its benefits.

- B. Public hearing - Third Supplement to the Redevelopment Plan entitled: Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan (Phase III of the WHO Development Redevelopment Project). (Planning Commission recommends approval.)

**NOTICE OF HEARING  
TO ALL PARTIES IN INTEREST AND CITIZENS OF  
COLUMBUS, NEBRASKA**

NOTICE IS HEREBY GIVEN that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, June 1, 2020, at 7 P.M., to consider and possibly take action on a supplement to the redevelopment plan entitled: "Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan of the City of Columbus, Nebraska," for redevelopment pursuant to the Community Development Law, Nebraska Revised Statutes, sections 18-2101, et seq., within the blighted and substandard West 23rd Street Corridor Redevelopment Area. The project set forth in the supplement to the redevelopment plan is located directly to the north of 23rd Street/US Highway 30, between 33rd Avenue and 39th Avenue.

**Pursuant to the Governor's Executive Order 20-03 and in consideration of the public health and safety, said meeting will not occur in-person and will occur telephonically. All members of the public may attend the meeting and be heard telephonically by dialing 415-762-9988, and entering the access code 236-678-6847 when prompted.**

A map of the redevelopment area, a map of the project site, and the cost-benefit analysis for the redevelopment project set forth in the redevelopment plan is available for review by contacting the office of the City Clerk, telephone number 402-562-4224.

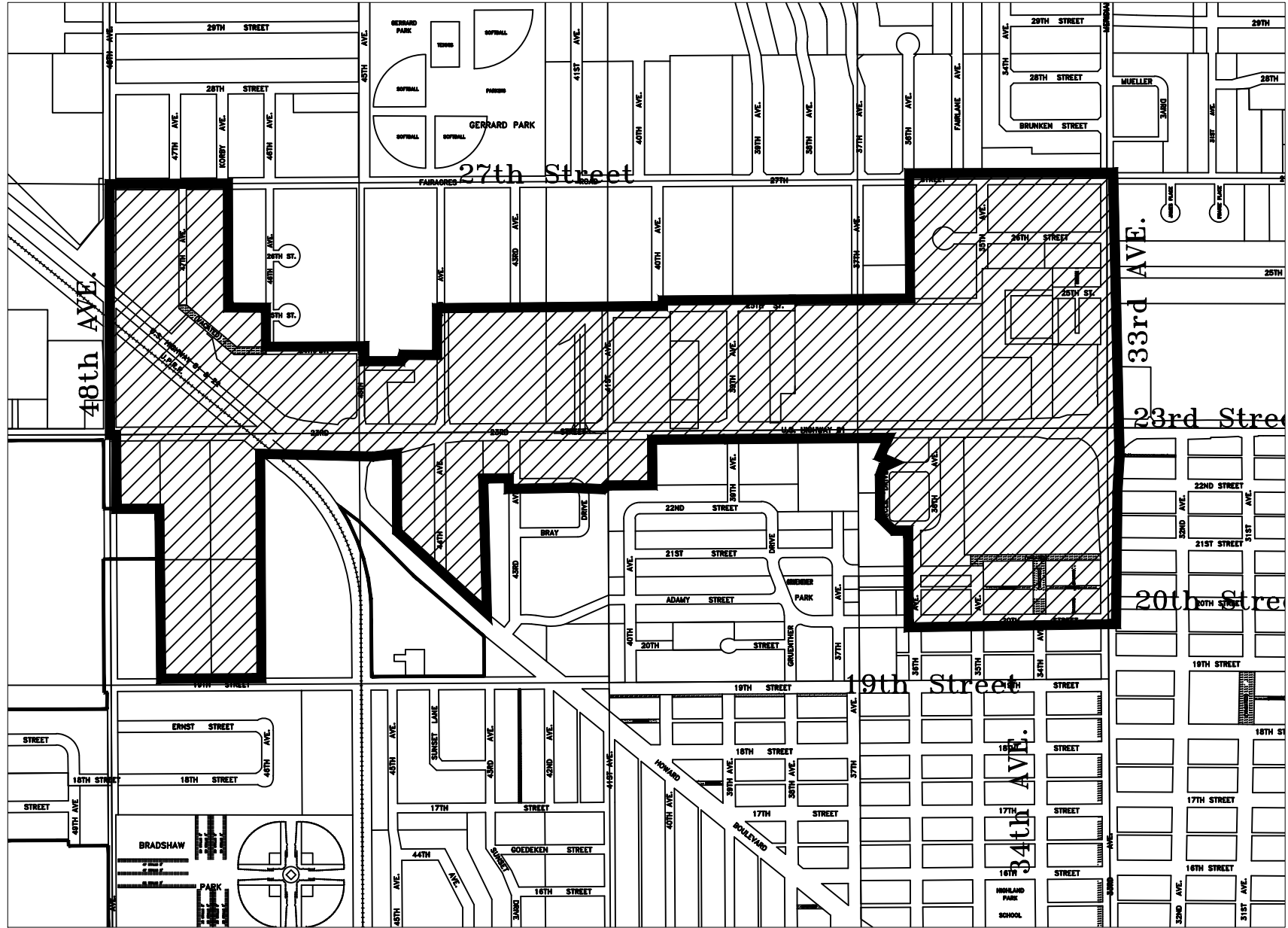
At said time and place, all interested parties may be heard.

Dated this 23 day of April 2020.

CITY OF COLUMBUS, NEBRASKA  
By: Janelle Kline  
City Clerk

Publish: 05:14, 21:20  
Two Affidavits of Publication

# COLUMBUS NE AREA #1





# The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

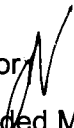
Administration Office (402) 562-4232

Fax (402) 563-1380

## memorandum

DATE: May 7, 2020

TO: Planning Commission

FROM: Tara Vasicek, City Administrator 

RE: Third Supplement to the Amended Master Redevelopment Plan for Lot 3, Randall 3<sup>rd</sup>, Columbus and approximately 60,000 square feet of indoor space within the vacated Walmart building. (The Old WalMart Property)

### RECOMMENDATION:

Approval of a third supplement to the redevelopment plan amendment to the "33<sup>rd</sup> Avenue and U.S. Highway 30 Redevelopment Plan" to the Mayor and City Council.

### DISCUSSION:

WHO Development, LLC, City staff and legal counsel have ensured that the plan meets the proposed land uses and building requirements in the redevelopment area as described in the Plan are designed with the general purpose of accomplishing, in conformance with the City's general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development. Under the Plan adequate provision is made for traffic, vehicular parking, and the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations. The provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.

The Plan contains a statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Plan; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to Redeveloper; that the Plan sets forth the proposed method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the Redeveloper for the redevelopment area, as designated in the Plan which method of financing is the issuance by the City of its tax increment revenue bonds to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Plan, which are currently expected to be displaced from such area.

It has also been determined that the cost-benefit analysis prepared in conjunction with the Plan and attached thereto sets forth the factors required under section 18-2113 of the Nebraska Revised Statutes and supports the City's adoption and approval of the Plan.



**THIRD SUPPLEMENT TO THE REDEVELOPMENT PLAN ENTITLED:  
AMENDMENT TO THE 33<sup>RD</sup> AVENUE AND U.S. HIGHWAY 30  
REDEVELOPMENT PLAN  
OF THE CITY OF COLUMBUS, NEBRASKA**

**(PHASE III OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)**

The City of Columbus, Nebraska (the “City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of a Redevelopment Plan for a portion of the City identified as the Redevelopment Area for the 33<sup>rd</sup> Avenue and U.S. Highway 30 Area, as amended and supplemented (the “Redevelopment Plan”). The Redevelopment Plan was approved by the City Council of the City as of April 2, 2018, via Resolution No. R18-42. A copy of the Redevelopment Plan, as amended and supplemented, is attached hereto and incorporated herein as Exhibit "7." All terms not otherwise defined herein shall have the meanings set forth in the Redevelopment Plan.

The primary purpose of this Supplement to the Redevelopment Plan ("Supplement") is to identify and provide detail as to the third phase of the Project set forth in the Redevelopment Plan. If the terms of the Redevelopment Plan and this Supplement conflict, the terms of this Supplement shall control. The City will consider additional supplements to the Redevelopment Plan for all additional phases constituting a substantial modification of the Redevelopment Plan.

The third phase of the Redevelopment Plan includes two distinct projects carried out by two different redevelopers:

The first project within Phase III involves the construction of an approximately 2,400 square foot Starbucks Coffee Shop on Lot 3, Parcel ID: 710162088, in the Redevelopment Area (the "Starbucks Project"). WHO Development, LLC (“WHO Development”), and its intended assignee, CenterPointe Development Group, LLC (“CenterPointe LLC”), will undertake the Starbucks Project as redeveloper (WHO Development and CenterPointe LLC shall collectively be referred to herein as the “Starbucks Redeveloper”).

The second project within Phase III involves the rehabilitation of approximately 60,000 square feet of indoor space within the vacated Walmart building on 23<sup>rd</sup> Street in Columbus. The space will be occupied by multiple entities for retail and office use: approximately 12,000 square feet for a call center, approximately 35,000 square feet for an indoor storage company, and approximately 9,000 square feet for a retailer/fitness (collectively, the "Retail Project"). Columbus Retail, LLC ("Retail LLC"), will undertake the Retail Project as redeveloper.

Collectively, the Starbucks Project and the Retail Project are referred to herein as the "Phase III Projects.”

**A. The Redevelopment Area**

The Redevelopment Area is unchanged from that set forth in Exhibit "A" of the Redevelopment Plan. The Phase III Projects are located within the Redevelopment Area. The Redevelopment Area remains blighted, substandard, and in need of redevelopment.

**B. The Project Sites**

The project sites for the Starbucks Project (i.e., the "Starbucks Site") and the Retail Project (i.e., the "Columbus Retail Site") are set forth in Exhibits "1(a)" and "1(b)". The project sites for the Phase III Projects are collectively referred to herein as the "Phase III Project Sites."

**C. Conformance with General Plan**

Paragraph A of the Redevelopment Plan sets forth an analysis of the Phase III Projects' conformance with the City's general plan.

**D. Phase III Projects**

The redevelopment of the Phase III Project Sites pursuant to this Supplement will eliminate the blight and substandard conditions on the Phase III Project Sites and will further the purposes of the Act in conformity with the Redevelopment Plan and the City's general plan. In addition, the eligible public improvements that are part of the Phase III Projects will facilitate the further development of the Redevelopment Area and surrounding areas.

Starbucks Redeveloper and Retail LLC (collectively referred to herein as "the Redevelopers") intend to complete the following private and public improvements as part of the Phase III Projects:

**1. Project Descriptions and Implementation**

Starbucks Project

The Starbucks Project involves the construction of an approximately 2,400 square foot Starbucks Coffee Shop on Lot 3, Parcel ID: 710162088, in the Redevelopment Area. The development will include, but is not limited to, the following renovations and/or new construction:

- New building and exterior finishes
- Exterior signage
- Interior lighting
- Flooring
- HVAC and plumbing
- Public restrooms
- Parking stalls

A site plan for the Starbucks Project is attached hereto as Exhibit "2(a)" and incorporated herein by this reference. Starbucks Redeveloper estimates that the total cost of the Starbucks Project (both public and private improvements) will be \$1,591,000. The estimated costs related to the Starbucks Project are attached hereto and incorporated herein as Exhibit "3(a)".

Starbucks Redeveloper intends to begin construction on the Starbucks Project immediately following the adoption of this Supplement. Construction is scheduled to conclude by December 31, 2020. No businesses or residents will be displaced as a result of the Starbucks Project.

### Retail Project

The Retail Project involves the rehabilitation of approximately 60,000 square feet of indoor space within the vacated Walmart building within the Redevelopment Area. The space will be occupied by multiple entities for retail and office use: approximately 12,000 square feet for a call center, approximately 35,000 square feet for an indoor storage company, and approximately 9,000 square feet for a retailer/fitness. The improvements will include, but are not limited to, the following renovations and/or new construction:

- Exterior improvement to entry area and exterior finishes
- Exterior signage
- Interior lighting
- Flooring
- HVAC and plumbing
- Public restrooms
- Improved loading dock
- Over 115 parking stalls

A site plan for the Retail Project is attached hereto as Exhibit "2(b)" and incorporated herein by this reference. Retail LLC estimates that the total cost of the Retail Project (both public and private improvements) will be \$3,295,000. The estimated costs related to the Retail Project are attached hereto and incorporated herein as Exhibit "3(b)".

Retail LLC intends to begin construction on the Retail Project immediately following the adoption of this Supplement. Construction is scheduled to conclude by December 31, 2020. No businesses or residents will be displaced as a result of the Starbucks Project.

## **2. The Public Improvements**

As part of the Project, the CDA will capture the available tax increment revenues generated by redevelopment of the Phase III Project Sites to assist in paying for public improvements that are eligible expenditures under the Act. With respect to the Phase III Projects, the anticipated public improvements include:

### Starbucks Project

The costs of the Starbucks Project eligible for reimbursement via TIF include, but are not limited to, land acquisition, construction or replacement of utilities and detention, site grading/dirt work, traffic engineering, construction of public parking, architectural and engineering fees (related to the public improvements), and legal fees. A breakdown of these estimated costs is attached hereto and incorporated herein as Exhibit "4(a)".

### Retail Project

The costs of the Retail Project eligible for reimbursement via TIF include, but are not limited to, land acquisition, construction or replacement of utilities, detention, demolition of existing improvements, site preparation, landscaping and exterior façade enhancements to prevent the return of blight and substandard conditions, construction of public parking, architectural and engineering fees (related to the public improvements), legal fees, financing costs, and capitalized interest. A breakdown of these estimated costs is attached hereto and incorporated herein as Exhibit "4(b)".

The TIF-eligible project costs provided under Exhibits 4(a) and (b) are estimates and preliminary projections. Final costs shall be determined upon received bids for work and subsequent invoicing. Redevelopers will certify the final costs to the CDA upon completion of the public improvements associated with the Phase III Projects.

As provided in the Redevelopment Plan, the public improvements listed as eligible expenditures are necessarily upfront expenses that the Redevelopers will incur prior to the implementation of redevelopment agreements for subsequent phases. The public improvements included as part of the Phase III Projects may be reasonably allocated between the various phases of the Project and the TIF Indebtedness generated from each phase of the Project shall be used to assist with the payment of the eligible expenses of the entire Project, provided there is no duplication of costs.

The Phase III Projects will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight.

## **E. Implementation and Financing of the Projects**

The City and the CDA contemplate the use of TIF for Phase III Projects. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the project redevelopment contract or in the resolution of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

(a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and

(b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as “TIF Revenues”) shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Phase III Projects:

#### Starbucks Project

Based upon an estimated Base Tax Amount of \$89,985 and a post-redevelopment valuation of \$1,500,000 for the Starbucks Project, Starbucks Redeveloper and the CDA estimate that the Starbucks Project will generate post-redevelopment annual TIF Revenues of approximately \$26,438. This equates to total estimated TIF Revenues of \$396,570 over the course of fifteen years. Of the estimated \$396,570 in TIF Revenues, the CDA and Starbucks Redeveloper contemplate issuance of TIF Indebtedness not to exceed \$277,000 at an interest rate determined by the CDA and set forth in the redevelopment contract (as defined in the Act) or bond resolution for the Starbucks Project. As shown on Exhibit 4(a), the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Starbucks Project is \$1,591,000. Starbucks Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity (approximately 25%) and a bank loan (approximately 75%). Starbucks Redeveloper and the CDA will provide a more detailed breakdown of the TIF sources and uses in the redevelopment contract for the Starbucks Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

#### Retail Project

The Notice to Divide Taxes for the Retail Project was filed on the Columbus Retail Site in 2019 as part of the overall redevelopment project, establishing an effective date of January 1, 2019 for the Retail Project. Based upon the Base Tax Amount of \$370,285 for the base year of 2018, a partial first year valuation of 1,096,875, and an estimated post-redevelopment valuation of \$2,870,285 for the Retail Project, Retail LLC and the CDA estimate that the Retail Project will generate post-redevelopment annual TIF Revenues of approximately \$46,876 per year upon construction completion. This equates to total estimated TIF Revenues of \$669,887 over the course of fifteen years (inclusive of the first year of partial increment). Of the estimated \$669,887 in TIF Revenues, the CDA and Retail LLC contemplate issuance of TIF Indebtedness not to exceed

\$575,000 at an interest rate determined by the CDA and set forth in the redevelopment contract or bond resolution for the Retail Project. As shown on Exhibit 4(b), the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Retail Project is \$3,295,000. Retail LLC anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity (approximately 25%) and a bank loan (approximately 75%). Retail LLC and the CDA will provide a more detailed breakdown of the TIF sources and uses in the redevelopment contract for the Retail Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

## **F. Necessity of TIF**

### Starbucks Project

The Starbucks Project is one phase of the overall redevelopment set forth in the Redevelopment Plan. WHO Development, LLC, as the initial redeveloper under the Redevelopment Plan, has incurred substantial upfront costs for eligible public improvements in anticipate of the approval of the use of TIF in the subsequent phases of the project, including this phase. WHO Development is under contract to sell the Starbucks Site to CenterPointe LLC, contingent upon the approval of this Supplement to assist with the TIF-eligible costs associated with and allocated to the Starbucks Project. Upon approval of the Plan and redevelopment contract, WHO Development will sell the Starbucks Site and assign all obligations for construction of the Project under the redevelopment contract to CenterPointe LLC, but retain the TIF Indebtedness. WHO Development is only able to convey the Starbucks Site contingent upon the availability of TIF to pay for these costs. The Starbucks Project is not feasible without TIF because the costs of the development would be too high to support the fair market value of the retail space. The purchase agreement and purchase price between WHO Development and CenterPointe LLC reflects the anticipated TIF assistance. No buyer or restaurant operator would be able to make a reasonable return on investment in relation to the Starbucks Project without the assistance of TIF to cover the cost of a portion of the eligible public improvements.

Additionally, the Starbucks Project would not proceed but for the use of TIF because the costs of the public infrastructure, building, land, new exterior façade, interior bathrooms, walls, lighting, HVAC, and electrical, among others, are expected to be significantly greater than the as-complete fair market value of the retail space, in the absence of gap financing from the City.

In accordance with the foregoing, the Starbucks Project is not financially viable without the assistance of TIF and Starbucks Redeveloper would not construct the Starbucks Project without the assistance of TIF.

### Retail Project

The Retail Project is one phase of the overall redevelopment set forth in the Redevelopment Plan. WHO Development, LLC, as the initial redeveloper under the Redevelopment Plan, has incurred substantial upfront costs for eligible public improvements in anticipate of the approval of

the use of TIF in the subsequent phases of the project, including this phase. WHO Development conveyed the vacant Walmart building to Retail LLC to develop part of the first phase and the Retail Project for the third phase. Retail LLC is prepared to enter into as many as 4 leases with potential tenants for space within the Retail Site contingent upon the approval of this Supplement. Retail LLC is only able to lease the Retail Site if TIF is available to pay for the eligible costs of construction. The development of the various elements on the Retail Site is not feasible without TIF because the costs of the development would be too high to support the fair market value of the retail space. The leases between Retail LLC and the various tenants reflect the anticipated TIF assistance. Without TIF, the rents for the retail space would be unmarketable in order for Retail LLC to receive an adequate return on investment.

Additionally, the Retail Project would not proceed but for the use of TIF because the costs of renovating the vacated Walmart building, including public infrastructure, new entrances, new exterior façade, new interior bathrooms, walls, lighting, HVAC, and electrical, among others, are expected to be significantly greater than the as-complete fair market value of the retail space in the absence of gap financing from the City.

In accordance with the foregoing, the Retail Project is not financially viable without the assistance of TIF and Retail LLC would not construct the Retail Project without the assistance of TIF.

## **G. Relation to Redevelopment Plan; How Construed**

### Starbucks Project

The Starbucks Project shall replace and supersede the anticipated bank development in the Redevelopment Area set forth in the Redevelopment Plan. The Redevelopment Plan anticipated that a bank would be developed on Starbucks Site; provided that all of the proposed uses set forth in the Redevelopment Plan were speculative and subject to change. However, due to the costs of the project, among other factors, Starbucks Redeveloper could not secure a bank development at this location. While the Redevelopment Plan identifies the proposed use of this lot as a bank, the Starbucks Project conforms to the City's comprehensive plan for development as a commercial use.

The Redevelopment Plan anticipated a future valuation of \$2,000,000 for the Starbucks Site to support a TIF amount of \$400,000. The proposed Starbucks Project is within the range of the anticipated increment. The Redevelopment Plan projected approximately 8,000 square feet of restaurant/retail uses. The Freddy's restaurant constructed in the second phase took up approximately 3,000 square foot restaurant, and the Starbucks Project will add an additional 2,500 square feet toward that estimate.

### Retail Project

The Redevelopment Plan initially anticipated approximately 20,700 square feet of office space and approximately 38,700 square feet of indoor storage space. The proposed uses for the Retail Project are substantially similar, with a call center (office space), indoor storage, and

retail/fitness use. Retail LLC has made adjustments to the proposed uses in response to the market conditions and interest from potential tenants. Notwithstanding, the Retail Project still provides approximately 60,000 square feet of commercial space, as anticipated in the Redevelopment Plan; with roughly the same amount of storage use, and the call center and retail use comprising the space initially designated as general office space. Accordingly, the Retail Project conforms to the City's comprehensive plan as set forth in the Redevelopment Plan.

The Redevelopment Plan anticipated a future valuation of \$1,000,000 for the Retail Site with \$200,000 in TIF generated therefrom. However, the assessed valuation for the Retail Site has already increased by approximately \$730,000 prior to the completion of the private improvements; and Retail LLC has changed the scope of the uses for this phase, which should result in a higher valuation. In support thereof, the Redevelopment Plan contemplated the possibility of additional TIF for this phase based on additional construction, so the increased TIF request is compatible with the initial information set forth in the Redevelopment Plan.

#### **H. Statutory Elements**

As detailed above, the Phase III Projects anticipate the capture of the incremental taxes generated by the Phase III Projects on the Phase III Project Sites to pay for eligible expenditures under the Act. Attached as Exhibit "5" and incorporated herein by this reference is a consideration of the statutory elements under the Act.

#### **I. Cost-Benefit Analysis**

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. A Cost-Benefit Analysis for the Phase III Projects is attached hereto and incorporated herein as Exhibit "6".

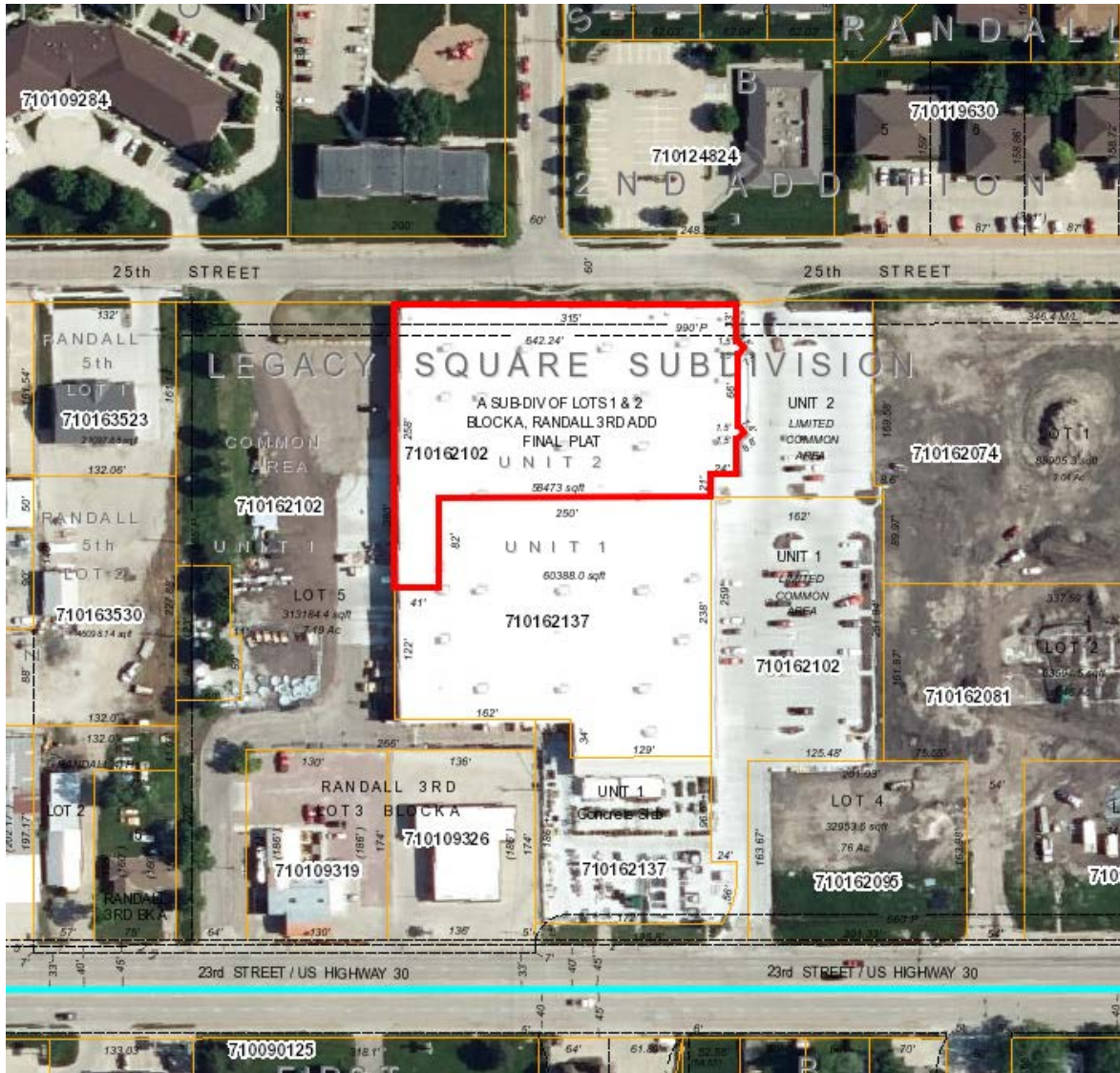
**EXHIBIT "1(a)"**  
**Project Site for the Starbucks Project**

Lot 3, Legacy Square Subdivision, a Subdivision of Lots 1 and 2, Block A, Randall 3rd Addition, Columbus, Platte County, Nebraska.

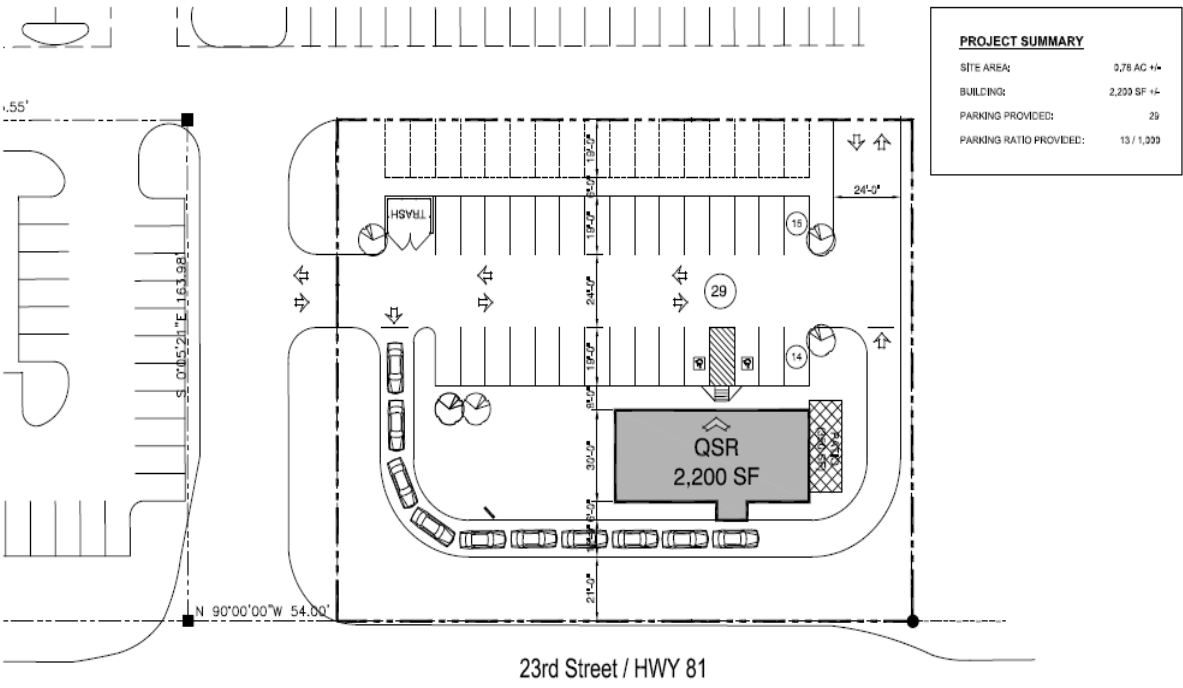


**EXHIBIT "1(b)"**  
**Project Site for the Retail Project**

Unit 2, Lot 5, Legacy Square Subdivision, a Subdivision of Lots 1 and 2, Block A, Randall 3rd Addition, Columbus, Platte County, Nebraska.

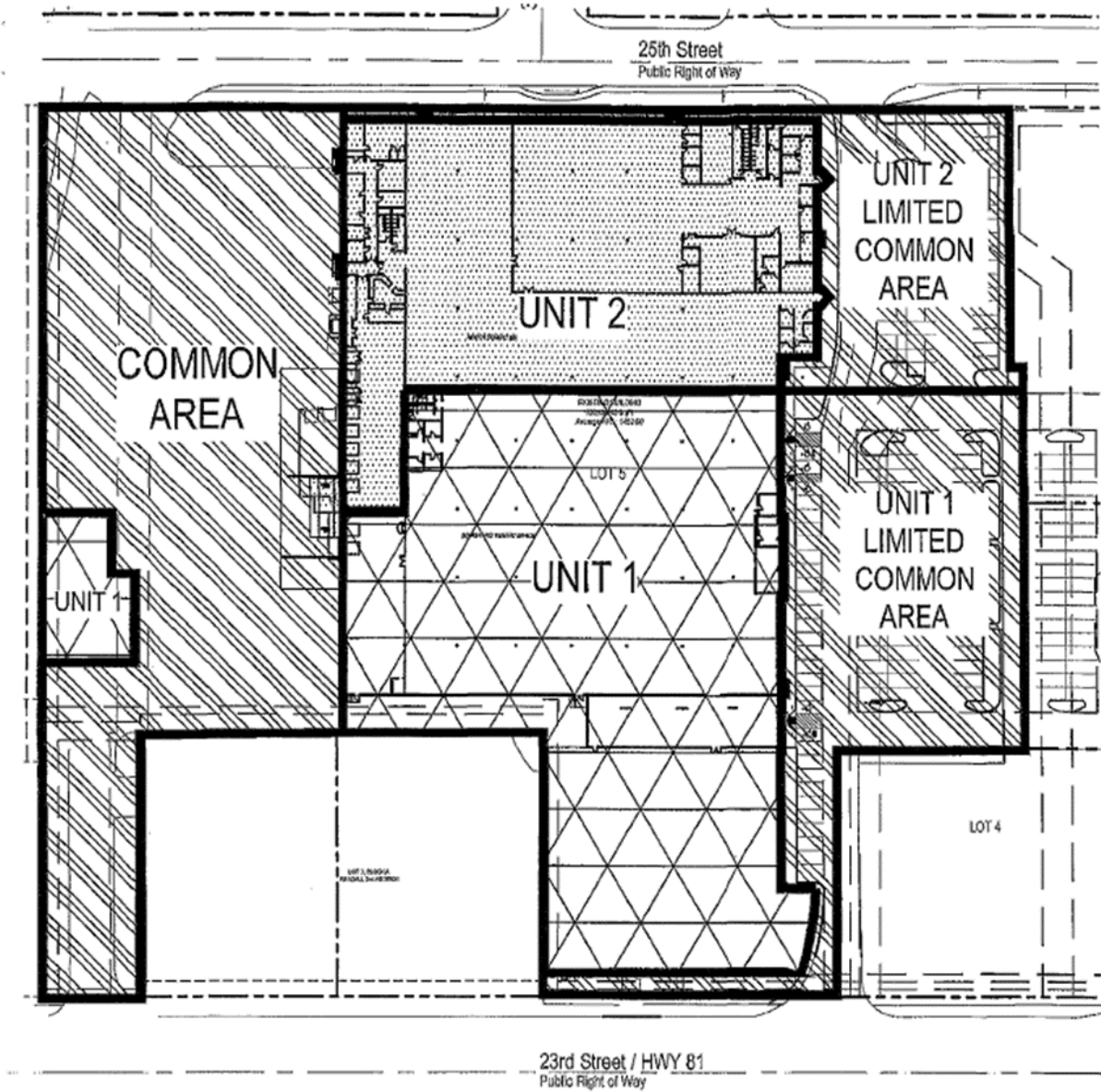


# EXHIBIT "2(a)" Starbucks Project Site Plan



\* The above site plan is preliminary in nature and subject to change.

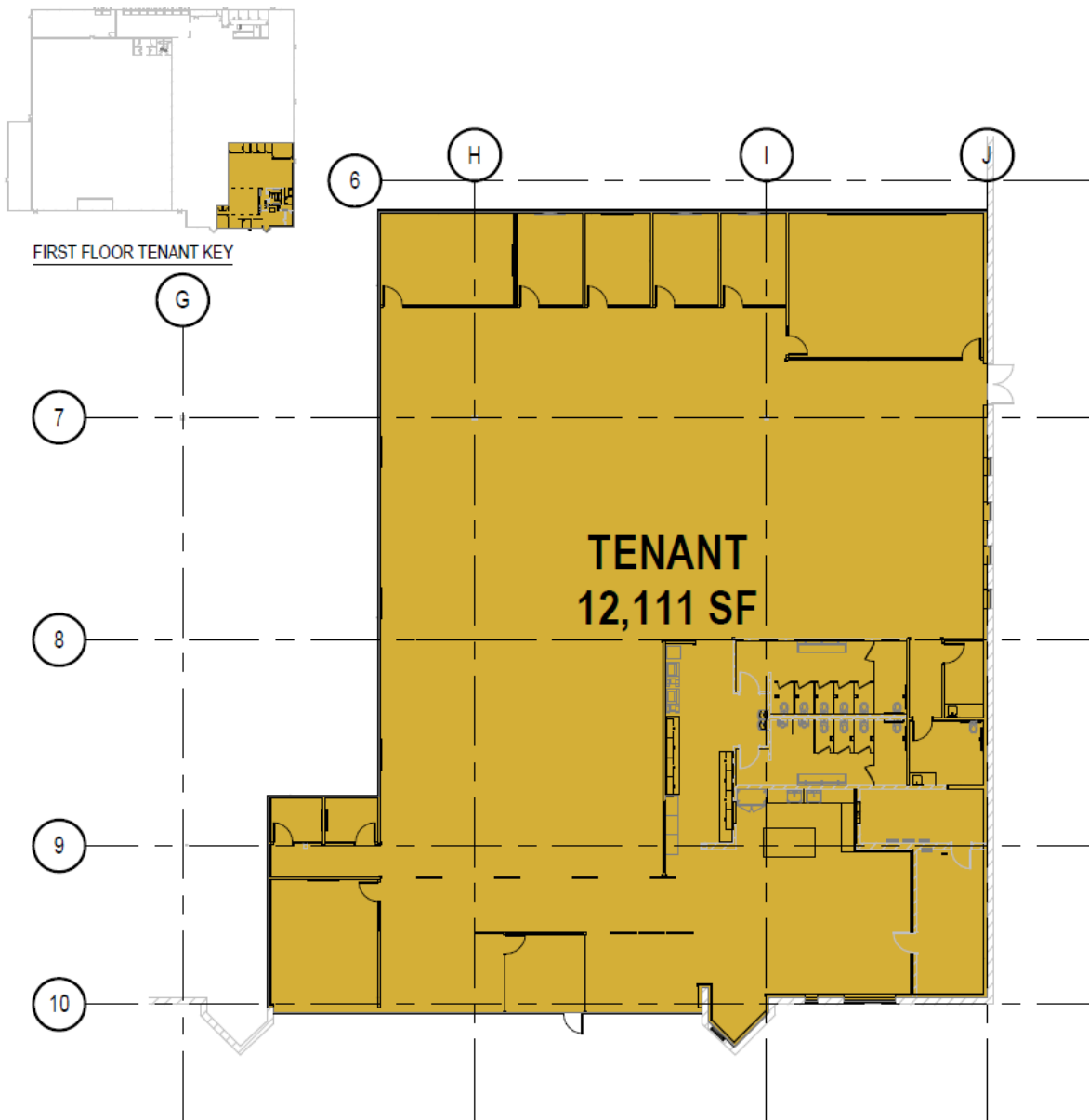
**EXHIBIT "2(b)"  
Retail Project Site Plan**



\* The above site plan is preliminary in nature and subject to change.

EXHIBIT "2(b)"

# Site Plan for Call Center



\* The above site plan is preliminary in nature and subject to change.

EXHIBIT "2(b)"

**EXHIBIT "3(a)"**  
**Estimated Costs of Starbucks Project**

Land Acquisition	\$160,000
Construction & FFE	\$1,230,000
Site Development (itemize)	
Site Grading/Dirt Work	\$65,000
Drives/Parking	\$70,000
Traffic Engineering	\$14,000
Utilities & Detention	\$35,000
Arch. and Engineering Fees	\$7,000
Legal Fees	\$10,000
<hr/>	
<b>Total:</b>	<b>\$1,591,000</b>

\* The above values are preliminary estimates and subject to change.

**EXHIBIT "3(b)"**  
**Estimated Costs of Retail Project**

Building & Land Acquisition	\$400,000
Site Development (itemize)	
Demolition	\$135,000
Site Grading/Dirt Work	\$45,000
Drives/Parking	\$175,000
Utilities & Detention	\$45,000
Renovation Budget	\$2,100,000
Arch. and Engineering Fees	\$35,000
Legal Fees	\$10,000
Financing Costs	\$25,000
FF&E	\$300,000
<u>Contingencies</u>	<u>\$25,000</u>
<b>Total:</b>	<b>\$3,295,000</b>

\* The above values are preliminary estimates and subject to change.

**EXHIBIT 4(a)**  
**Estimated TIF-Eligible Costs for Starbucks Project**

Land Acquisition	\$160,000
Site Grading/Dirt Work	\$65,000
Drives/Parking	\$70,000
Traffic Engineering	\$14,000
Utilities & Detention	\$35,000
Arch. and Engineering Fees	\$7,000
Legal Fees	\$10,000
<b>Total estimated TIF-eligible project costs</b>	<b>\$361,000</b>

\* The above values are preliminary estimates and subject to change.

**EXHIBIT 4(b)**  
**Estimated TIF-Eligible Costs for Retail Project**

Land Acquisition:	\$200,000
Utilities & Detention	\$45,000
Demolition	\$135,000
Landscape & Exterior Façade	\$75,000
Public Parking	\$175,000
Architectural/Engineering	\$12,500
Legal Fees	\$10,000
Financing Costs	\$15,000
Capitalized Interest	<u>\$20,000</u>
<b>Total estimated TIF-eligible project costs</b>	<b>\$687,500</b>

\* The above values are preliminary estimates and subject to change.

**EXHIBIT “5”**  
**Statutory Elements**

**A. Property Acquisition, Demolition and Disposal**

Starbucks Project

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Starbucks Project. WHO Development owns the Starbucks Site. CenterPointe LLC has entered into a purchase contract for the Starbucks Site from WHO Development and intends to close following the approval of this Supplement and the redevelopment agreement.

Retail Project

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Retail Project. Retail LLC or its affiliate, owns the Retail Site in fee simple. Part of the vacant Walmart building currently located on the site will be demolished as part of the Retail Project.

**B. Population Density**

Starbucks Project

The Starbucks Project will not affect population density.

Retail Project

The Retail Project will not affect population density.

**C. Land Coverage**

Starbucks Project

The new Starbucks Coffee Shop will encompass approximately 2,400 square feet of interior space. In addition, approximately 30 parking stalls will be located on the site. The Starbucks Project will comply with all applicable land coverage ratios required by the City.

Retail Project

The newly developed space will encompass approximately 60,000 square feet of interior space. This space will be divided into three separate areas that will be used for (1) a call center; (2) indoor controlled temperature storage; and (3) retail. The Retail Project will comply with all applicable land coverage ratios required by the City.

**D. Traffic Flow, Street Layouts and Street Grades**

The CDA and Redevelopers anticipate that the Phase III Projects will increase traffic to and from the Phase III Project Sites. There will be additional traffic from residents, employees, customers, and visitors traveling to and from the Starbucks Coffee Shop and the new retail/office space.

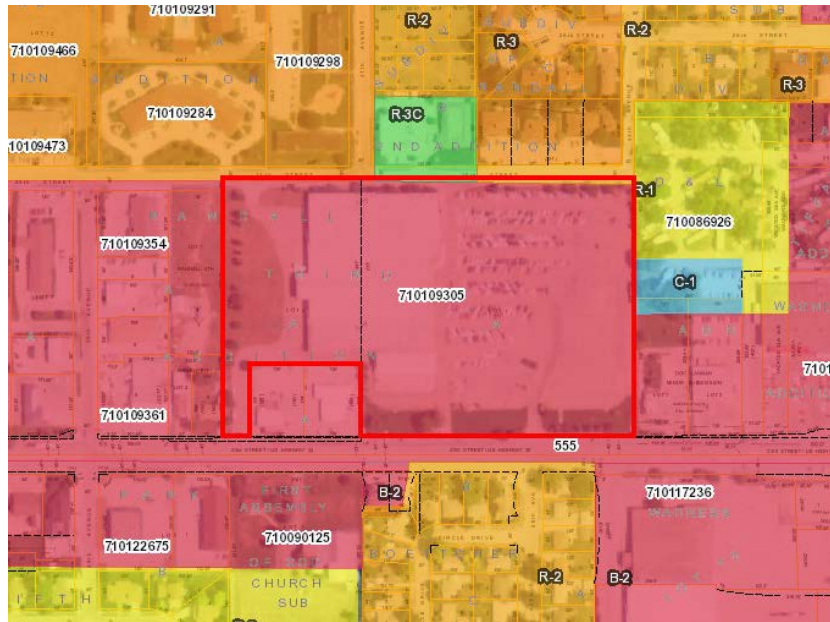
As part of the Phase III Projects, Redevelopers will construct internal private roadways to address the increase in traffic and the accessibility of the private improvements. The CDA and Redevelopers do not anticipate that the Phase III Projects require modification of existing public rights-of-way. The public improvements for the Phase III Projects will address any traffic and street infrastructure concerns that would otherwise be created by the Phase III Projects. All streets and other public infrastructure constructed will be subject to review and approval by the City's engineer.

**E. Parking**

Each of the Phase III Projects will include parking facilities that will meet or exceed the parking requirements set forth in the applicable zoning district. The design and development of the Phase III Projects should increase the efficiencies and beneficial traffic flow of the parking for all the uses located within the Phase III Project Sites. The Phase III Projects will also include designated public parking.

**F. Zoning, Building Code and Ordinances**

The Phase III Project Sites are currently located within the B-2 Zoning District. The Future Land Use Plan in the general plan of the City states that the Phase III Project Sites are to remain as B-2 Zoning Districts. The applicable land use map is set forth below:



The following uses, among others, are permitted uses in the B-2 Zoning District:

- Apartments
- General Office
- Restaurants (drive-in and general)
- Lodging
- Consumer Services
- General Retail Services
- Civic Safety Services

The Phase III Projects fall within the permitted uses in the B-2 Zoning District, except that the anticipated storage use component of the Retail Project will require a special use permit. Retail LLC has applied for the special use permit for the storage use in the Columbus Retail Site. Redevelopers shall be responsible for any additional zoning, building code, or ordinances changes that are necessary for the Phase III Projects.

**EXHIBIT “6”  
Cost Benefit Analysis**

**Supplement to the WHO Development Redevelopment Project**

This cost-benefit analysis for this Supplement to the Redevelopment Plan and the Project set forth therein has been undertaken pursuant to Neb. Rev. Stat. § 18-2113. Pursuant to the Redevelopment Plan, the CDA provides this cost-benefit analysis as a supplement with respect to the first phase of the Project.

**1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:**

The taxes generated by the current value of the Phase I Project Sites will continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Phase III Projects will be captured to pay for eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Phase III Projects, the true tax shift of the Phase III Projects is a positive shift in taxes after fifteen years. Accordingly, any valuation increase is deemed to be a benefit to the City, even considering the fifteen-year TIF period.

With respect to the tax shifts for the Phase III Projects:

**Starbucks Project**

a.	Anticipated Project Site Base Valuation (2019):	\$89,985
b.	Projected Completed Project Assessed Valuation:	\$1,500,000
c.	Projected Tax Increment Base (b. minus a.):	\$1,411,015
d.	Estimated Tax Levy:	1.893994
e.	Annual Projected Tax Shift:	\$26,438

**Retail Project**

a.	Anticipated Project Site Base Valuation (2018):	\$370,285
b.	Projected Completed Project Assessed Valuation:	\$2,870,285
c.	Projected Tax Increment Base (b. minus a.):	\$2,500,000
d.	Estimated Tax Levy:	1.893994
e.	Annual Projected Tax Shift:	\$46,876

*Notes:*

- 1. The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2019 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

**2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:**

a. Public infrastructure improvements and impacts:

**Starbucks Project**

There are no anticipated negative public infrastructure impacts from the Starbucks Project. The Starbucks Project will require the extension and relocation of the public utilities to serve the site, but the Starbucks Project should not create a burden on public resources. WHO Development will construct internal private roadways or implement access easements within the Redevelopment Area between developments in future phases to provide the necessary ingress and egress for the Starbucks Project, but no additional public roads or work in the public right-of-way will be required for this project. Public utilities and detention will be constructed/extended as part of the Starbucks Project. Such improvements required for the Starbucks Project will benefit the public and surrounding property.

**Retail Project**

There are no anticipated negative public infrastructure impacts from the Retail Project. The Retail Project will require the extension and relocation of the public utilities to serve the lots in the development, but the Retail Project should not create a burden on public resources. Retail LLC will construct internal private roadways or implement access easements within the Redevelopment Area between developments in future phases to provide the necessary ingress and egress for the Retail Project, but no additional public roads or work in the public right-of-way will be required for this project. Public utilities and detention will be constructed/extended as part of the Retail Project. Such improvements required for the Retail Project will benefit the public and surrounding property.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

**Starbucks Project**

WHO Development and the CDA anticipate that the Starbucks Project will provide significant sales tax revenue to Platte County and the City. Based upon preliminary projections and at a city sales tax rate of 1.5 percent, additional sales taxes generated by the Starbucks Project should be approximately \$20,000 per year. Additionally, the Starbucks Project will include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation.

The Starbucks Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority

of new ad valorem real property taxes generated by the Starbucks Project, it is intended to create long-term benefit and a substantial increase in property taxes to the City and other local taxing jurisdictions.

### **Retail Project**

Retail LLC and the CDA anticipate that the Retail Project will provide significant sales tax revenue to Platte County and the City. Additionally, the Retail Project will include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation.

The Retail Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Retail Project, it is intended to create long-term benefit and a substantial increase in property taxes to the City and other local taxing jurisdictions.

### **3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:**

#### **Starbucks Project**

Currently, there are no employers or employees within the Starbucks Site. As such, the CDA expects that the public and private improvements associated with the Starbucks Project will attract businesses, employees, and residents to the area, including an estimated 10-15 new full-time jobs. The Starbucks Project will provide retail amenities to surrounding businesses and residences that will make the area more desirable to potential employees for living and working.

Construction of the Starbucks Site will require a number of construction employees and managers. WHO Development intends to use as many local construction trades as possible during construction. Those contractors that come from outside the City will use other hotels, apartments, restaurants, gas stations, and other services and facilities in the City during construction.

In accordance with the above, Starbucks Redeveloper and the CDA anticipate that the Starbucks Project will have a positive impact on employers and employees of firms locating or expanding within the boundaries of the Starbucks Site.

#### **Retail Project**

Currently, there are no employers or employees within the Retail Site. As such, the CDA expects that the public and private improvements associated with the Retail Project will attract businesses, employees, and residents to the area. The Retail Project will provide office space and retail amenities to surrounding businesses and residences that will make the area more desirable to potential employees for living and working.

Construction of the Retail Site will require a number of construction employees and managers. Retail LLC intends to use as many local construction trades as possible during construction. Those contractors that come from outside the City will use other hotels, apartments, restaurants, gas stations, and other services and facilities in the City during construction.

In accordance with the above, Retail LLC and the CDA anticipate that the Retail Project will have a positive impact on employers and employees of firms locating or expanding within the boundaries of the Columbus Retail Site.

**4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:**

**Starbucks Project**

The CDA does not anticipate that the Starbucks Project will have an adverse material impact on other employers and employees within the City or immediately outside the area of the Starbucks Project. The Starbucks Project will provide new jobs to employees and a desired amenity to the surrounding area and the City as a whole.

**Retail Project**

The CDA does not anticipate that the Retail Project will have an adverse material impact on other employers and employees within the City or immediately outside the area of the Retail Project. The Columbus Retail Site was previously occupied by Walmart, so the occupancy of various smaller retailers should not have a material effect on retailers and other employers located outside the area. The Retail Project will provide new jobs to employees and a desired amenity to the surrounding area and the City as a whole.

**5. Other impacts determined by the CDA to be relevant to the consideration of costs and benefits arising from the redevelopment project:**

Redeveloper and the CDA anticipate the following relevant impacts on the City:

**Starbucks Project**

- The Starbucks Project will occupy land that is vacant, has been determined to be blighted and substandard, and has limited assessed tax value in its current state.
- The Starbucks Project should help promote the development of future projects within the western portion of the City along 23<sup>rd</sup> Street.
- Starbucks Redeveloper and the CDA anticipate minimal to no impact on demand for community services stemming from the Starbucks Project.

## **Retail Project**

- The Retail Project will occupy land that is vacant, has been determined to be blighted and substandard, and has limited assessed tax value in its current state.
- The Retail Project should help promote the development of future projects within the western portion of the City along 23rd Street.
- Retail LLC and the CDA anticipate minimal to no impact on demand for community services stemming from the Retail Project.

### **6. Cost Benefit Analysis Conclusion:**

Based upon the findings presented in this supplemental cost-benefit analysis, the benefits outweigh the costs of the proposed Phase III Projects.

**EXHIBIT "7"**  
**REDEVELOPMENT PLAN**

(See attached)

4828-2395-8714, v. 2

**RESOLUTION NO. R18-42**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA APPROVING AN AMENDMENT TO THE REDEVELOPMENT PLAN ENTITLED "33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN."

WHEREAS, The Mayor and City Council of the City of Columbus approved Resolution No. R18-10 on February 5, 2018; and

WHEREAS, Section 10 of Resolution No. R18-10 declared the areas legally described in that Resolution which it referred to as "Redevelopment Areas" to be blighted and substandard and in need of redevelopment under the terms of Nebraska Revised Statutes sections 18-2103(10) and (11) and section 18-2109; and

WHEREAS, it is contemplated that the redevelopment of the Redevelopment Areas may occur in phases and will occur pursuant to one or more redevelopment plans; and

WHEREAS, the City finds based on substantial evidence in the record of this proceeding that the redevelopment of the Redevelopment Areas will result in the elimination and prevention of blight and aligns with the purposes of the Community Redevelopment Law and the general plan of the City; and

WHEREAS, it is anticipated and desired that any future redevelopment plans presented to the City for the Redevelopment Areas will comply with the general plan of the City; and

WHEREAS, the City previously approved a plan of redevelopment entitled the "33<sup>rd</sup> AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN" via Resolution No.R10-111 (the "Redevelopment Plan"); and

WHEREAS, attached hereto as Exhibit "A" is an amendment to the Redevelopment Plan for redevelopment within one or more of the Redevelopment Areas (the "Redevelopment Plan Amendment"); and

WHEREAS, the Planning Commission of the City of Columbus, Nebraska provided written findings on and recommended the City's adoption and approval of the Redevelopment Plan Amendment on March 12, 2018; and

WHEREAS, the Redevelopment Plan Amendment complies with the general plan of the City, and will result in the elimination and prevention of blight; and

WHEREAS, the redevelopment set forth in the Redevelopment Plan Amendment would not be economically feasible without the use of tax-increment financing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA:

Section 1. Any redevelopment plan presented to the City of Columbus for one or more of the Redevelopment Areas shall comply with the general plan of the City.

Section 2. The Redevelopment Plan Amendment attached as Exhibit "A" complies with the general plan of the City.

Section 3. Based on the substantial evidence in the record of this proceeding, the City accepts and adopts the findings of the Planning Commission of the City of Columbus, as follows:

(a) The proposed land uses and building requirements in the redevelopment area as described in the Redevelopment Plan Amendment are designed with the general purpose of accomplishing, in conformance with the City's general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development; that under the Redevelopment Plan Amendment adequate provision is made for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations, the provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.

(b) The Redevelopment Plan Amendment contains a satisfactory statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Redevelopment Plan Amendment; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to the redeveloper; that the Redevelopment Plan Amendment sets forth a satisfactory method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the redeveloper for the Redevelopment Areas, as designated in the Redevelopment Plan Amendment which method of financing is the issuance by the City of its tax increment revenue bonds to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Redevelopment Plan Amendment, which are currently expected to be displaced from such area.

(c) The cost-benefit analysis prepared in conjunction with the Redevelopment Plan Amendment and attached thereto sets forth the factors required under section 18-2113 of the Nebraska Revised Statutes and supports the City's adoption and approval of the Redevelopment Plan Amendment.

Section 4. The redevelopment set forth in the Redevelopment Plan Amendment would not be economically feasible without the use of tax-increment financing; would not occur in the Redevelopment Areas without the use of tax-increment financing; and the costs and benefits of the Redevelopment Plan Amendment, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of all those impacted by the Redevelopment Plan Amendment.

Section 5. Based on the foregoing and substantial evidence in the record of this proceeding, the Mayor and City Council hereby approve and adopt the Redevelopment Plan Amendment.

INTRODUCED BY COUNCIL MEMBER Charlie Bahr

PASSED AND ADOPTED THIS 2 DAY OF April, 2018.

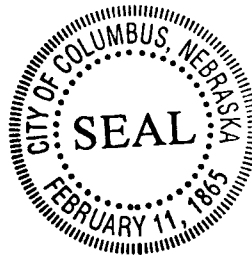
Janis Bally  
MAYOR

ATTEST:

Janelle Reine  
CITY CLERK

APPROVED AS TO FORM:

David C. Levy  
DAVID C. LEVY, SPECIAL CITY ATTORNEY



**AMENDMENT TO THE 33<sup>RD</sup> AVENUE AND U.S. HIGHWAY 30  
REDEVELOPMENT PLAN  
OF THE CITY OF COLUMBUS, NEBRASKA**

**(WHO DEVELOPMENT REDEVELOPMENT PROJECT)**

The City of Columbus, Nebraska (the "City") has undertaken a plan of redevelopment within the community pursuant to the adoption of a Redevelopment Plan for a portion of the City previously identified as the 33<sup>rd</sup> Avenue and U.S. Highway 30 Area, as amended (the "Redevelopment Plan"). The Redevelopment Plan was approved by the City Council of the City (the City Council, in its capacity as the governing body of the City and the community development agency of the City, hereafter collectively referred to as the "City Council") as of December 20, 2010 via Resolution No. R10-111. Pursuant to Resolution No.R18-10, adopting new and amended blighted and substandard area designations within the City, approved by the City Council as of February 5, 2018, the redevelopment area identified in the Redevelopment Plan is now a part of Redevelopment Area 1, a/k/a the West 23<sup>rd</sup> Street Corridor Area (the "Redevelopment Area"). The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

The primary purpose of this Amendment to the Redevelopment Plan is to identify a specific redevelopment project that will cause the removal of blight and substandard conditions on a site located in the City, within a portion of the Redevelopment Area identified in the Redevelopment Plan and generally located within the commercial corridors of 23<sup>rd</sup> Street from 15<sup>th</sup> Avenue to 48<sup>th</sup> Avenue, and 33<sup>rd</sup> Avenue north of 13<sup>th</sup> Street and legally described on the attached and incorporated Exhibit "A" (the "Project Site").

**A. The Project Site**

The Project Site is blighted, substandard and in need of redevelopment. The City Council has considered whether redevelopment of the Project Site, and specifically, the WHO Development Redevelopment Project defined herein (the "Project"), will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. The primary goal of the Redevelopment Plan was to strengthen the Redevelopment Area by "capturing a share of the anticipated private market activity within the region". The Redevelopment Plan further incorporated the goals, policies, and actions set forth in the Comprehensive Plan with respect to the Redevelopment Area. The Comprehensive Plan identifies the Project Site as a major commercial growth area and, among other goals, stresses the importance of infill commercial development and reuse of existing, vacant stores and tracts of land. In this consideration, the City Council finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds,

and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight.

The Project Site consists of approximately 12.23 acres of blighted and substandard land located in the Redevelopment Area and in need of redevelopment. An approximately 116,214 square foot former Wal-Mart building and 776 stall parking lot is currently located on the site, and the building's size and condition make the Project Site unusable in its current condition. An aerial view of the Project Site is included on the attached and incorporated Exhibit "A". Because of the current condition of the Project Site, it is necessary to undertake substantial demolition and reconfiguration of the Project Site in order to develop the property for any reasonable use. The blighted condition of the Project Site contributes to its inability to attract development. The initial upfront costs associated with demolition, site preparation, and constructing the necessary utility infrastructure makes development of the Project Site not feasible without tax-increment financing. In order to support private development, the Project Site and the Redevelopment Area are in need of redevelopment. The redevelopment of the Project Site pursuant to this Amendment to the Redevelopment Plan will include eligible expenditures under the Act and will further the purposes of the Act in conformity with the Redevelopment Plan.

The Project Site is currently located within the B-2 Zoning District. The Future Land Use Plan in the Comprehensive Plan of the City of Columbus states that the Project Site is anticipated to remain in the same B-2 Zoning District. The zoning requirements and the applicable land use map is set forth on Exhibit "C".

## **B. Description of the Redevelopment Project**

WHO Development, LLC, a Nebraska limited liability company (the "Redeveloper") has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the construction of a mixed-use development, incorporating commercial and residential uses.

The Redeveloper intends to complete the Project in multiple phases over a period of multiple years, which will allow the Redeveloper to maximize the tax increment financing resources available for public improvements in the Redevelopment Area. Each phase of the Project may have a different effective date for the purposes of Neb. Rev. Stat. § 18-2147. The implementation of the Project in multiple phases is crucial to the successful development of the Project. The phasing will allow the Redeveloper to construct the private improvements at a rate that the market can support, and to adapt subsequent phases of the Project to accommodate the changing needs of the community. For this reason, the size and scope of the Project, including, (i) the quantity and type of commercial, residential and civic buildings, (ii) the building area or quantities of land dedicated to a particular use, and (iii) the schedule for implementation of each phase of the Project, is subject to adjustment. The implementation of the Project in multiple phases is described in greater detail below. Nonetheless, this amendment generally encompasses all planned phases of the Project.

## **1. The Private Improvements**

The Redeveloper will pay the costs of constructing the private improvements, including the commercial, residential and civic buildings, and associated improvements. The specific private improvements for the Project shall be determined on a phase-by-phase basis to meet the changing community needs and market demands as the Project is implemented. Redeveloper currently anticipates completing the Project in up to eight (8) phases.

The conceptual Site Plan for the Project is attached hereto as Exhibit "B". The Site Plan is conceptual in nature and subject to revision based on changes in community needs that may change over time, budgetary constraints, physical constraints or other factors, but it presents the general vision and the intended character of the Project. The Project will repurpose the former Wal-Mart site and parking lot with multiple, smaller uses and shared parking and drives. This will allow the reuse and infill of the Project Site in a feasible manner based on current commercial uses and business practices. A portion of the former Wal-Mart building will be demolished, and a portion of the Wal-Mart building will remain and be repurposed. While all phases are subject to change, the Project is projected to consist of the following phases/uses: (i) an approximately 75-85 room hotel, (ii) an approximately 3,000 square foot commercial space that may be used as a bank or other service business, (iii) an approximately 55,000 square foot commercial building with approximately 29,000 retail outdoor display space, (iv) multifamily residential buildings with approximately 40-80 apartment units, (v) an approximately 8,000 square foot commercial building that is intended for a restaurant or retail use, (vi) an approximately 20,000 square feet of office space, and (vii) approximately 38,700 square foot indoor storage facility. Land coverage and building intensities on the Project Site will be addressed with more specificity in the supplemental Redevelopment Plan amendment for each phase of the Project.

## **2. The Public Improvements**

As part of the Project, the City will capture the available tax increment revenues generated by the redevelopment of the Project Site to assist in paying for public improvements that are eligible expenditures under the Act in the Redevelopment Area, including, but not limited to: site acquisition, demolition of the existing building, site preparation and grading, utilities, street infrastructure improvements, landscaping and streetscaping, public parking, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act. There are significant upfront costs of the public improvements that are necessary for the Project to be undertaken. These public improvements are necessary public improvements for each phase of the Project and shall be TIF eligible expenses for each phase of the Project. Additional eligible public expenditures may be identified in a supplemental Redevelopment Plan amendment for any phase of the Project.

The currently identified eligible public expenses for the Project and preliminary and general estimates of the costs are described below:

- Site acquisition costs - \$1,610,000
- Demolition of a portion of the existing Wal-Mart building - \$250,000
- Site preparation - \$250,000
- Utility and infrastructure improvements - \$400,000
- Landscaping and aesthetic enhancements to decrease blight and substandard conditions - \$150,000
- Public Parking improvements - \$400,000
- Capitalized interest and financing costs of eligible public expenses - \$150,000
- Engineering, architectural and legal fees necessary to develop the site – to be determined

The project costs stated above are estimates and preliminary projections. Final costs shall be determined upon project approval, final plan approval, and received bids for work. The final costs shall be certified to the City Council upon completion of the public improvements associated with the Project. These identified costs illustrate the significant upfront costs of the public improvements that are necessary for the Project to be undertaken. Each phase will likely include additional eligible public expenditures.

As stated above, the public improvements listed as eligible expenditures are necessarily upfront expenses that the Redeveloper will incur prior to the implementation of redevelopment agreements for subsequent phases of this Project. The existing building must be demolished and the general site preparation, grading, and utility improvement extension and construction for the entire Project Site will occur immediately and not on a phase by phase basis. However, these costs are necessary public improvements required for each phase of the Project. The Redeveloper would not complete these initial public improvements but for the approval of the entire Project and, likewise, the subsequent phases of the Project would not occur but for these initial public improvements. Accordingly, the costs and expenses of all the public improvements for the Project will be eligible TIF uses for each phase of the Project. The initial public improvements may be reasonably allocated between the various phases of the Project and the TIF Indebtedness generated from each phase of the Project shall be used to assist with the payment of the eligible expenses of the entire Project. The specific phasing of the Project and the TIF sources and uses for each phase will be further defined in the supplemental Redevelopment Plan amendment and/or redevelopment agreement for each phase of the Project. All division of taxes and identification of eligible expenditures will be done in accordance with the Act.

The specific public improvements that will be constructed may be revised over time based on changing community needs and available TIF and other financing. This Plan Amendment is intended to be flexible with respect to the specific details of the overall Project. Ease phase of the Project will be described in more detail in

a supplementary amendment to this Redevelopment Plan Amendment for each phase of the Project (each "Supplemental Plan Amendment").

The redevelopment of the Project Site pursuant to this Amendment to the Redevelopment Plan will eliminate the blight and substandard conditions on the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan. In addition, the eligible public improvements that are part of the Project will facilitate the further development of the Redevelopment Area and surrounding areas.

### **C. Implementation of the Project**

As described above, the Redeveloper will complete the Project in multiple phases over an unknown period of years. It is possible that several phases will occur simultaneously, but each phase may have a different TIF effective date, as specified in the redevelopment agreement to each Supplemental Plan Amendment. The phased approach to construction of the Project will allow the Redeveloper to: (i) maximize the tax increment financing resources available to put toward construction of eligible public improvements, (ii) construct the private improvements at a rate that the market can support, and (iii) adapt the Project to the changing needs of the community.

The development of the Project Site for the Project shall require the developer to acquire the entire Project Site, site preparation and grading of the entire Project Site, development of common access point for ingress and egress, common parking improvements, utility infrastructure improvements for the entire Project Site, and other eligible public improvements that are required for the development of any and all phases.

Redeveloper intends to convey the specific lots in the Project Site to affiliated entities or third parties to develop the specific private improvements that will be part of each phase of the Project. A condition of any such conveyance shall be the obligation of the transferee to allow the Redeveloper to enter into a redevelopment agreement for that specific phase pursuant to a Supplemental Plan Amendment and to utilize tax increment financing to assist with paying for the eligible public improvements provided herein. Without TIF, the preparation of the Project Site would be cost prohibitive and Redeveloper could not prepare the Project Site to make any of the proposed phases feasible.

The proposed Phases of the Project are generally described below. Each phase of the Project will be governed by a separate redevelopment agreement between the City Council and the Redeveloper (or its successor or assign for the specific phase), which will describe the private improvements and the public improvements to be constructed by the Redeveloper as a part of such phase. Each redevelopment agreement shall implement this Amendment to the Redevelopment Plan and the Supplemental Plan Amendment. Depending on market demands and other factors, it is possible that the proposed phases will need to be revised, and any such revisions will be addressed in a Supplemental Plan Amendment

This Amendment to the Redevelopment Plan is intended to be flexible and to serve as a guide for development of the Project Site. The City Council acknowledges that each phase of the Project may include modifications to this Amendment to the Redevelopment Plan that will be addressed in a Supplemental Plan Amendment.

**D. Proposed Phases of the Project**

The redeveloper anticipates investing more than \$25,000,000.00 in the construction and development of the Project, in multiple phases. Redeveloper anticipates the following phases as part of the Project:

- **Hotel.** An approximately 75-85 room hotel will be constructed on the Project Site. The proposed Hotel will have a high end exterior and the developers will work to secure a hotel brands that will fit well within in the Columbus market. The hotel is anticipated to contain typical hotel amenities, such as an indoor swimming pool, meeting room, and fitness room, but the exact specifications and amenities will depend upon final design. It is anticipated that the Hotel will have an assessed value of approximately \$4,000,000 and will generate approximately \$1,000,000 in TIF.
- **Bank.** An approximately 3,000 square foot bank building with drive-through window will be constructed on the Project Site. It is anticipated that the Bank will have an assessed value of approximately \$2,000,000 and will generate approximately \$400,000 in TIF.
- **Retail.** Approximately 55,000 square feet of the former Wal-Mart building will be repurposed as commercial retail space. This retail space will also include an approximately 29,000 square foot outdoor retail display area. It is anticipated that this retail space will have an assessed value of approximately \$1,600,000 and will generate approximately \$150,000 in TIF.
- **Apartments.** Multifamily apartment buildings with approximately 40-80 apartment units will be constructed on the Project Site. The number of apartment units to be constructed will depend upon the available area and the size and parking requirements that will be determined as part of the subdivision process. The actual assessed value of the apartments will depend on the number of units, but it is anticipated that if there are 80 units constructed the Apartments will have an assessed value of approximately \$3,000,000 and will generate approximately \$510,000 in TIF.
- **Commercial Building.** Approximately 59,400 square feet of the former Wal-Mart building will be repurposed as additional commercial space. Currently, it is anticipated that this space will be used as follows: (i)

approximately 20,700 square feet will be used as office space and (ii) approximately 38,700 square feet will be used as an indoor storage facility. It is anticipated that this commercial building will have an assessed value of approximately \$1,000,000 and will generate approximately \$200,000 in TIF. Redeveloper contemplates the possibility of additional construction west of the former Wal-Mart building for indoor storage or other commercial uses as part of this phase. If such additional construction is deemed to be feasible, the projected cost, assessed value, and TIF amount would increase accordingly.

It is possible that this commercial building would be developed as two separate phases of the Project.

- **Retail/Restaurant.** Redeveloper intends to construct an approximately 8,000 square foot commercial building on the Project Site, which will be used for restaurant or retail purposes. It is anticipated that this building will have an assessed value of approximately \$1,000,000 and will generate approximately \$135,000 in TIF.

All of these phases require the public improvements set forth above and the Redeveloper shall utilize the TIF from each phase to assist with the financing and payment of the eligible public improvements for the Project.

Additional details on each phase may be added to this Plan Amendment in a Supplemental Plan Amendment. Each phase will be presented to the City Council for approval and subject to a separate redevelopment agreement with more detailed information and terms and conditions for said phase.

#### **E. Statutory Elements**

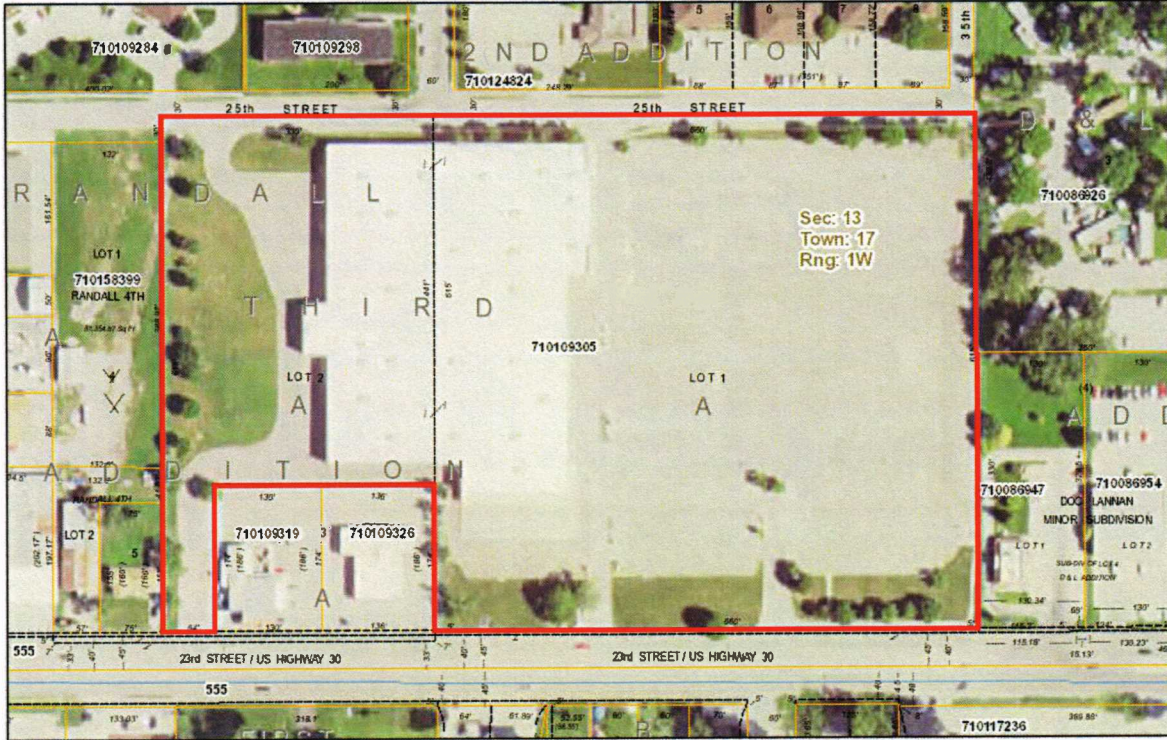
As described above, the Project envisions the capture of the incremental taxes generated by the Project on the Project Site to pay for eligible expenditures under the Act. Attached as Exhibit "C" and incorporated herein by this reference is a consideration of the statutory elements under the Act. No families will be displaced or relocated from the Project Site on account of this Project.

#### **F. Cost-Benefit Analysis**

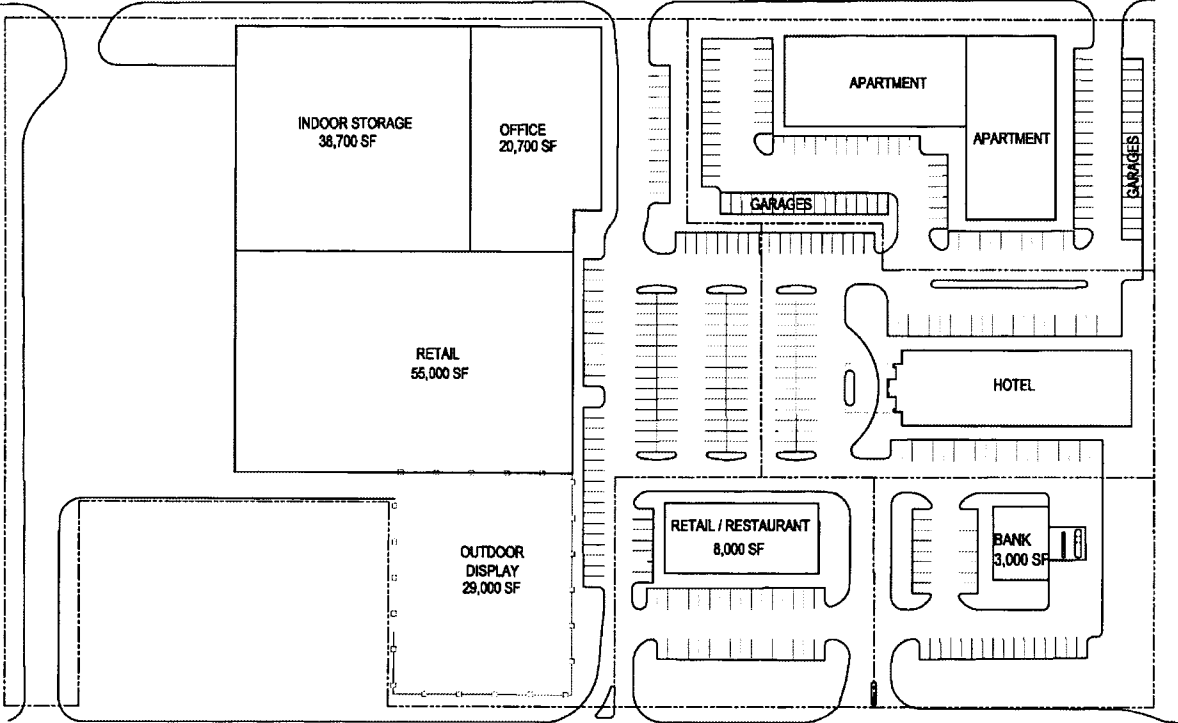
Pursuant to Section 18-2113 of the Act, the City Council must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. A general preliminary Cost-Benefit Analysis for the Project is attached hereto as Exhibit "D", and a Supplemental Cost-Benefit Analysis for each specific phase of the Project will be prepared and approved as each phase is approved. The cost-benefit analysis for each phase of the Project shall recognize and account for the substantial benefit of the scope of the Project and the interconnectedness of the eligible public improvements between the phases.

**EXHIBIT "A"**  
**Project Site**

Lots 1 and 2, Block A, Randall 3<sup>rd</sup> Addition, City of Columbus, Platte County, Nebraska



**EXHIBIT "B"**  
**Conceptual Site Plan (subject to modification)**



**EXHIBIT "C"**  
**Statutory Elements**

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Project. The Redeveloper has the Project Site under contract and will acquire the Project Site from a third party owner as part of the Project.

B. Population Density

The proposed development at the Project Site is the construction of a mixed-use development, which may include multi-family residential uses that will inherently increase population density in the area. However, an increase in population density in the area is desired in order to provide additional housing in the City of Columbus. The Project will be properly platted to accommodate the increase in population density and adequate public infrastructure improvements to accommodate any increase in population density anticipated as part of the Project.

C. Land Coverage

An approximately 116,214 square foot former Wal-Mart building is currently located on the Project Site. A substantial portion of this building will be demolished and removed and certain new buildings will be constructed on the Project Site. The Project consists of the construction of multiple buildings for the uses identified in the Redevelopment Plan on the approximately 12.23 acre Project Site. Redeveloper shall be obligated to comply with the applicable land-coverage ratios and zoning requirements of the City of Columbus.

D. Traffic Flow, Street Layouts and Street Grades

The Project is anticipated to increase traffic to and from the Project Site. There will be additional traffic from residents traveling to and from the new apartment units constructed on the Project Site, as well as employees, customers, and visitors traveling to and from the commercial buildings constructed on the Project Site.

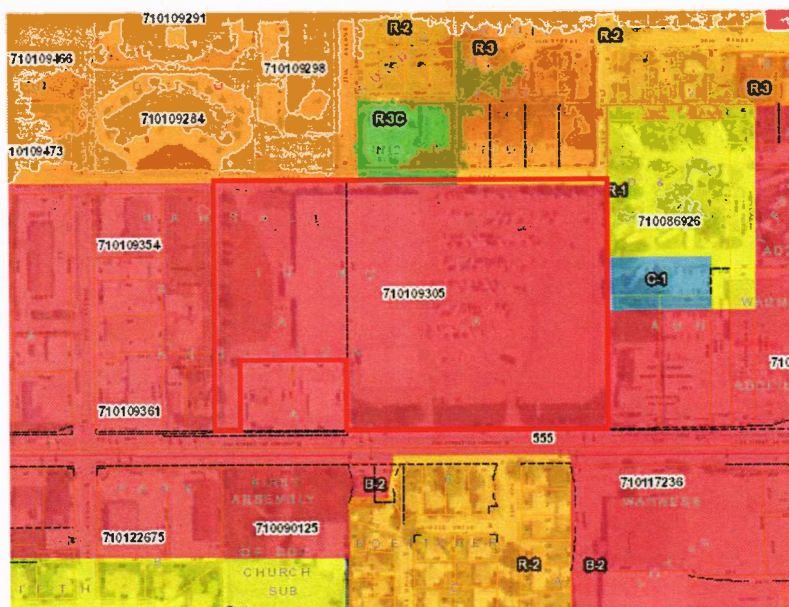
As part of the Project, the Redeveloper will construct internal private roadways to address the increase in traffic and the accessibility of the private improvements. The project is not anticipated to modify existing public rights-of-way. The public improvements, which will be constructed with the assistance of tax increment financing, shall address any traffic and street infrastructure concerns that would otherwise be created by the Project.

E. Parking

The construction of each phase of the Project will include parking facilities that will meet or exceed the parking requirements set forth in the applicable zoning district. The design and development of the Project as a single redevelopment project shall increase the efficiencies and beneficial traffic flow of the parking for all the uses located on the Project Site. The Project will also include designated public parking.

F. Zoning, Building Code and Ordinances

The Project Site is currently located within the B-2 Zoning District. The Future Land Use Plan in the Comprehensive Plan of the City of Columbus states that the Project Site is anticipated to remain in the same B-2 Zoning District. The applicable land use map is set forth below:



The following uses, among others, are permitted uses in the B-2 Zoning District:

- Apartments
- General Office
- Restaurants (drive-in and general)
- Lodging
- Consumer Services
- General Retail Services
- Civic Safety Services

Additionally, Convenience Storage is a permitted use in the B-2 zoning district with a special permit.

The Project Site will be subdivided and replatted. Redeveloper shall be responsible for any additional zoning, building code, or ordinances changes that are necessary for the Project or any phase of the Project. Redeveloper also intends to file a condominium declaration on the lot containing the former Wal-Mart Building to legally separate the building into two or more separate parcels.

**EXHIBIT “D”**  
**Cost Benefit Analysis**

**WHO Development Redevelopment Project**

This Cost-Benefit Analysis for the WHO Development Redevelopment Project (“Project”) has been undertaken pursuant to Neb. Rev. Stat. § 18-2113. The Project will consist of the construction of a mixed-use development, incorporating commercial, residential and civic uses, and associated improvements. The location of the Project Site is set forth on Exhibit “A” to the Redevelopment Plan Amendment and the public and private improvements to be constructed as part of the Project are generally described in the Description of the Project section of the Redevelopment Plan Amendment.

The Project shall be implemented in phases and any specific cost and benefit information for each phase shall be addressed, if necessary, in the supplemental cost-benefit analysis for each phase of the Project (each, a “Supplemental Cost-Benefit Analysis”). A separate supplemental cost-benefit analysis shall be undertaken for each phase of the Project. However, because of the implementation of the Project as described herein and in the Redevelopment Plan Amendment for the Project, the initial analysis of the costs and benefits of the entire project as a whole is necessary.

The general cost-benefit analysis for the Project, which will utilize funds authorized by Neb. Rev. Stat. § 18-2147, can be summarized as follows:

**1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:**

The taxes generated by the current value of the Project Site shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by each phase of the Project will be captured to pay for eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. Additionally, because of the need to demolish the former Wal-Mart building on the Project Site and undertake extensive reconfiguration of the Project Site to prepare it for any new use, it is not anticipated that there will be any valuation increase on the Project Site without approval of a redevelopment project utilizing tax increment financing. Accordingly, any valuation increase is deemed to be a benefit to the City, even considering the 15 year TIF period.

The specific projected tax shift for each phase shall be set forth in the applicable Supplemental Cost-Benefit Analysis, but as a preliminary overview, the following potential tax shift is considered at this time:

a.	Anticipated Project Site Base Valuation (2018):	\$1,600,000.00
b.	Projected Completed Project Assessed Valuation:	\$12,600,000.00

c.	Projected Tax Increment Base (b. minus a.):	\$11,000,000.00
d.	Estimated Tax Levy:	1.905293
e.	Annual Projected Tax Shift:	\$209,582.00

*Notes:*

1. *The Projected Completed Project Assessed Valuation is preliminary and subject to significant changes depending on the design of each phase and the approval of each phase. While this calculation is intended to present a general picture of the tax shift for the Project, the Supplement Cost Benefit Analyses can provide a much more accurate accounting of the tax shifts for the Project, if necessary.*
2. *The Projected Valuation Increment is the incremental value for all phases. This project is anticipated to be completed in multiple phases with different phases commencing in different years depending upon lot sales and absorption rates. The Project will have multiple effective dates based upon the construction completion date for each lot. Thus, the tax increment in any year will vary during the term of this redevelopment project. This will affect the overall amount of TIF Indebtedness based upon to-be-determined lending requirements.*
3. *The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2017 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

**2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:**

a. Public infrastructure improvements and impacts:

It is not anticipated that the Project will have a material adverse impact on existing public infrastructure. The Project will require substantial infrastructure improvements, including extension and installation of sanitary sewer, public water, electrical service, gas and storm sewer lines. The required public infrastructure improvements shall be constructed and installed as part of the Project, and paid for in part utilizing tax increment financing. Redeveloper shall construct internal private roadways or implement access easements on the Project Site between phases of the Project to provide the necessary new roads for the Project.

The Redeveloper's investment in the overall project is anticipated to be more than \$25,000,000. In order to support that private investment, the preliminary projections indicate that this Project could require more than \$3,300,000 in eligible public improvements. Pursuant to the initial projections for this Project, tax increment financing would be used to pay for the cost of approximately \$2,400,000 of the eligible public improvements, although this amount will depend on the final projections for each phase of the Project.

These public infrastructure improvements for the Project could not be constructed and completed without the use of tax increment financing.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create long-term benefit and a substantial increase in property taxes to the City and other local taxing jurisdictions.

The Project should also generate immediate tax growth for the City. While the specific private improvements have not yet been identified, the Project will involve the construction of a substantial number of commercial and/or residential units. The Project should include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation. Additionally, the City should realize revenue from sales tax paid by new residents of any housing units constructed on the Project Site and by customers purchasing goods from the businesses established in the commercial space constructed on the Project Site. The business customers may include out of town guests staying at a hotel. The commercial buildings and residential units that may be constructed as a part of the Project will attract new residents and business owners who will pay for City services, generating revenue to support such services.

**3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:**

The Project's anticipated impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project will be addressed in the Supplemental Cost-Benefit Analyses. The public and private improvements are expected to attract businesses and residents to adjacent property. There is a need for additional housing in the City of Columbus and any housing that is developed as part of the Project will provide needed additional housing for employees of firms locating or expanding in the area. The Project will also provide additional businesses and amenities that will make the area more desirable to potential employees for living and working. For example, the mixed-use development will promote an integrated neighborhood with amenities such as a bank, restaurant(s), and retail near residential units, providing residents with an opportunity to live, work, shop, and relax in a walkable radius.

The Project will be completed in phases, based upon absorption rates and market demand, which further protects against any negative effects of over-construction.

**4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:**

The Project' impact on private sector businesses in and around the area outside the boundaries of the redevelopment project will be addressed in the Supplemental Cost-Benefit Analyses. In general, the Project will provide additional commercial and/or housing opportunities that are needed in the City and will benefit employers, employees, and the City in general. Anticipated uses include, without limitation and subject to revision, bank branch, hotel, restaurant, commercial/retail space, and other uses. The housing and commercial units constructed as part of the Project should increase the need for services and products from existing businesses, such as janitorial services, office and hardware supplies, household products and general consumer services, and similar products and services. The Project will also act as a catalyst for further development of the redevelopment area identified in the Redevelopment Plan.

**5. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:**

The Project consists of multiple phases of development that are all dependent upon the public improvement that will be undertaken by Redeveloper at the outset of the Project. Without all the anticipated phases of this project and the use of tax increment financing on each phase, Redeveloper would not undertake the public improvements for the Project Site. It is not feasible for the redeveloper to approach each phase as a separate redevelopment project because of the substantial public improvement costs required for this Project. Without undertaking all of the public improvements at the front end of the Project, no subsequent phases could be constructed. Thus, it is in the best interest of the City to approve the Project as a multiple phase redevelopment project that will allow the use of TIF on all phases to pay for the cost of the eligible public improvements that will be incurred at the beginning of the project or as part of a different phase of construction.

**6. Cost Benefit Analysis Conclusion:**

Based upon the findings presented in this preliminary cost benefit analysis, the benefits outweigh the costs of the proposed Project. The Cost Benefit Analysis may be supplemented with Supplemental Cost-Benefit Analyses, if necessary, which are anticipated to further support the findings of the Cost Benefit Analysis. However, each phase shall be considered in light of this Cost Benefit Analysis and the statements set forth in Section 5, above. More precisely, the benefit of the overall Project shall be considered with each Supplemental Cost Benefit Analysis.




The City of **Columbus**

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

## memorandum

DATE: March 7, 2018  
TO: Planning Commission  
FROM: Tara Vasicek, City Administrator   
RE: Master Redevelopment Plan for a portion of lots 1 & 2, Randall 3<sup>rd</sup>, Columbus. (The Old WalMart Property)

### RECOMMENDATION:

Approval of an amendment to a previous redevelopment plan, "33<sup>rd</sup> Avenue and U.S. Highway 30 Redevelopment Plan" to the Mayor and City Council.

### DISCUSSION:

WHO Development, LLC, City staff and legal counsel have ensured that the plan meets the proposed land uses and building requirements in the redevelopment area as described in the Plan are designed with the general purpose of accomplishing, in conformance with the City's general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development. Under the Plan adequate provision is made for traffic, vehicular parking, and the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations. The provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.

The Plan contains a statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Plan; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to Redeveloper; that the Plan sets forth the proposed method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the Redeveloper for the redevelopment area, as designated in the Plan which method of financing is the issuance by the City of its tax increment revenue bonds to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Plan, which are currently expected to be displaced from such area.

It has also been determined that the cost-benefit analysis prepared in conjunction with the Plan and attached thereto sets forth the factors required under section 18-2113 of the Nebraska Revised Statutes and supports the City's adoption and approval of the Plan.

1. Resolution No. R20-53 approving third supplement to the redevelopment plan.

**RESOLUTION NO. R20-53**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A SUPPLEMENT TO A REDEVELOPMENT PLAN ENTITLED "THIRD SUPPLEMENT TO THE REDEVELOPMENT PLAN ENTITLED: AMENDMENT TO THE 33<sup>RD</sup> AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN OF THE CITY OF COLUMBUS, NEBRASKA (PHASE III OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)".

WHEREAS, the City Council of the City of Columbus, Nebraska (the "Council"), acts as the governing body of, and exercises all functions of, the Community Development Agency of the City of Columbus, Nebraska (the "Agency"); and

WHEREAS, the Mayor and Council approved Resolution No. R18-10 on February 5, 2018; and

WHEREAS, section 10 of Resolution No. R18-10 declared the areas legally described in that Resolution which it referred to as "Redevelopment Areas" to be blighted and substandard and in need of redevelopment under the terms of Nebraska Revised Statutes sections 18-2103(10) and (11) and section 18-2109; and

WHEREAS, one of the areas declared blighted and substandard and in need of redevelopment via Resolution No. R18-10 is Redevelopment Area 1 (the "West 23rd Street Corridor Redevelopment Area"); and

WHEREAS, it is contemplated that redevelopment of the West 23rd Street Corridor Redevelopment Area may occur in phases and will occur pursuant to one or more redevelopment plans and/or projects; and

WHEREAS, the Mayor and Council finds based on substantial evidence in the record of this proceeding that redevelopment of the West 23rd Street Corridor Redevelopment Area will result in the elimination and prevention of blight and aligns with the purposes of the Nebraska Community Redevelopment Law and the Comprehensive Plan of the City; and

WHEREAS, on April 2, 2018, via Resolution No. R18-42, the Mayor and Council approved a redevelopment plan amendment entitled: "Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan of the City of Columbus, Nebraska (WHO Development Redevelopment Project)" (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan set forth a phased redevelopment project (the "Project") to be implemented via amendments to the Redevelopment Plan; and

WHEREAS, attached hereto as Exhibit "A" is a third supplement to the Redevelopment Plan setting forth the third phase of the Project (the "Third Plan Supplement"); and

WHEREAS, the Planning Commission of the City of Columbus, Nebraska, provided written findings on and recommended the Council's adoption and approval of the Third Plan Supplement on May 11, 2020; and

WHEREAS, the Mayor and Council accept the Third Plan Supplement and find that all conditions precedent to approval have occurred; and

WHEREAS, the Third Plan Supplement complies with the Comprehensive Plan of the City, and will result in the elimination and prevention of blight; and

WHEREAS, the redevelopment set forth in the Third Plan Supplement would occur and would not be economically feasible without the use of tax-increment financing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA:

Section 1. The Third Plan Supplement attached as Exhibit "A" complies with the Comprehensive Plan of the City and conforms to the Redevelopment Plan.

Section 2. Based on the substantial evidence in the record of this proceeding, the Council finds as follows:

(a) The proposed land uses and building requirements in the redevelopment area as described in the Third Plan Supplement are designed with the general purpose of accomplishing, in conformance with the City's Comprehensive Plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development; that under the Third Plan Supplement adequate provision is made for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of populations, the provision of adequate transportation, water, sewage and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds and the elimination of, or prevention of the recurrence of, insanitary or unsafe dwelling accommodations or conditions of blight.

(b) The Third Plan Supplement contains a satisfactory statement of the proposed method and estimated cost of acquisition and preparation for redevelopment of the redevelopment area; that no public improvements are required to be provided except as set forth in the Third Plan Supplement with respect to the redevelopment project set forth therein; that there are no estimated proceeds or revenue expected to be obtained by the City from disposal of property to the redeveloper; that the Third Plan Supplement sets forth a satisfactory method of financing for the proposed redevelopment consisting of direct payment for public improvements or grant assistance to the redeveloper for the redevelopment area, as designated in the Third Plan Supplement which method of financing is the issuance by the City of its tax increment revenue bond to provide funds to pay for the costs of certain public improvements directly or of public or private improvements by grant assistance and that there are no families currently living within the redevelopment area, as set forth in the Third Plan Supplement, which are currently expected to be displaced from such area.

(c) The cost-benefit analysis prepared in conjunction with the Third Plan Supplement and attached thereto sets forth the factors required under section 18-2113 of the Nebraska Revised Statutes and supports the Council's adoption and approval of the Third Plan Supplement.

Section 4. The redevelopment set forth in the Third Plan Supplement would not be economically feasible without the use of tax-increment financing; would not occur in the redevelopment area described in the Third Plan Supplement without the use of tax-increment financing; and the costs and benefits of the Third Plan Supplement, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of all those impacted by the Third Plan Supplement.

Section 5. Based on the foregoing and substantial evidence in the record of this proceeding, the Mayor and Council hereby approves and adopts the Third Plan Supplement.

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

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CITY CLERK

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Michael Sandoz". The signature is written in a cursive style with a large initial "M".

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SPECIAL CITY ATTORNEY

**EXHIBIT "A"**

**Third Plan Supplement**

(See attached)

**THIRD SUPPLEMENT TO THE REDEVELOPMENT PLAN ENTITLED:  
AMENDMENT TO THE 33<sup>RD</sup> AVENUE AND U.S. HIGHWAY 30  
REDEVELOPMENT PLAN  
OF THE CITY OF COLUMBUS, NEBRASKA**

**(PHASE III OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)**

The City of Columbus, Nebraska (the “City”) has undertaken a plan of redevelopment within the community pursuant to the adoption of a Redevelopment Plan for a portion of the City identified as the Redevelopment Area for the 33<sup>rd</sup> Avenue and U.S. Highway 30 Area, as amended and supplemented (the “Redevelopment Plan”). The Redevelopment Plan was approved by the City Council of the City as of April 2, 2018, via Resolution No. R18-42. A copy of the Redevelopment Plan, as amended and supplemented, is attached hereto and incorporated herein as Exhibit "7." All terms not otherwise defined herein shall have the meanings set forth in the Redevelopment Plan.

The primary purpose of this Supplement to the Redevelopment Plan ("Supplement") is to identify and provide detail as to the third phase of the Project set forth in the Redevelopment Plan. If the terms of the Redevelopment Plan and this Supplement conflict, the terms of this Supplement shall control. The City will consider additional supplements to the Redevelopment Plan for all additional phases constituting a substantial modification of the Redevelopment Plan.

The third phase of the Redevelopment Plan includes two distinct projects carried out by two different redevelopers:

The first project within Phase III involves the construction of an approximately 2,400 square foot Starbucks Coffee Shop on Lot 3, Parcel ID: 710162088, in the Redevelopment Area (the "Starbucks Project"). WHO Development, LLC (“WHO Development”), and its intended assignee, CenterPointe Development Group, LLC (“CenterPointe LLC”), will undertake the Starbucks Project as redeveloper (WHO Development and CenterPointe LLC shall collectively be referred to herein as the “Starbucks Redeveloper”).

The second project within Phase III involves the rehabilitation of approximately 60,000 square feet of indoor space within the vacated Walmart building on 23<sup>rd</sup> Street in Columbus. The space will be occupied by multiple entities for retail and office use: approximately 12,000 square feet for a call center, approximately 35,000 square feet for an indoor storage company, and approximately 9,000 square feet for a retailer/fitness (collectively, the "Retail Project"). Columbus Retail, LLC ("Retail LLC"), will undertake the Retail Project as redeveloper.

Collectively, the Starbucks Project and the Retail Project are referred to herein as the "Phase III Projects.”

**A. The Redevelopment Area**

The Redevelopment Area is unchanged from that set forth in Exhibit "A" of the Redevelopment Plan. The Phase III Projects are located within the Redevelopment Area. The Redevelopment Area remains blighted, substandard, and in need of redevelopment.

**B. The Project Sites**

The project sites for the Starbucks Project (i.e., the "Starbucks Site") and the Retail Project (i.e., the "Columbus Retail Site") are set forth in Exhibits "1(a)" and "1(b)". The project sites for the Phase III Projects are collectively referred to herein as the "Phase III Project Sites."

**C. Conformance with General Plan**

Paragraph A of the Redevelopment Plan sets forth an analysis of the Phase III Projects' conformance with the City's general plan.

**D. Phase III Projects**

The redevelopment of the Phase III Project Sites pursuant to this Supplement will eliminate the blight and substandard conditions on the Phase III Project Sites and will further the purposes of the Act in conformity with the Redevelopment Plan and the City's general plan. In addition, the eligible public improvements that are part of the Phase III Projects will facilitate the further development of the Redevelopment Area and surrounding areas.

Starbucks Redeveloper and Retail LLC (collectively referred to herein as "the Redevelopers") intend to complete the following private and public improvements as part of the Phase III Projects:

**1. Project Descriptions and Implementation**

Starbucks Project

The Starbucks Project involves the construction of an approximately 2,400 square foot Starbucks Coffee Shop on Lot 3, Parcel ID: 710162088, in the Redevelopment Area. The development will include, but is not limited to, the following renovations and/or new construction:

- New building and exterior finishes
- Exterior signage
- Interior lighting
- Flooring
- HVAC and plumbing
- Public restrooms
- Parking stalls

A site plan for the Starbucks Project is attached hereto as Exhibit "2(a)" and incorporated herein by this reference. Starbucks Redeveloper estimates that the total cost of the Starbucks Project (both public and private improvements) will be \$1,591,000. The estimated costs related to the Starbucks Project are attached hereto and incorporated herein as Exhibit "3(a)".

Starbucks Redeveloper intends to begin construction on the Starbucks Project immediately following the adoption of this Supplement. Construction is scheduled to conclude by December 31, 2020. No businesses or residents will be displaced as a result of the Starbucks Project.

### Retail Project

The Retail Project involves the rehabilitation of approximately 60,000 square feet of indoor space within the vacated Walmart building within the Redevelopment Area. The space will be occupied by multiple entities for retail and office use: approximately 12,000 square feet for a call center, approximately 35,000 square feet for an indoor storage company, and approximately 9,000 square feet for a retailer/fitness. The improvements will include, but are not limited to, the following renovations and/or new construction:

- Exterior improvement to entry area and exterior finishes
- Exterior signage
- Interior lighting
- Flooring
- HVAC and plumbing
- Public restrooms
- Improved loading dock
- Over 115 parking stalls

A site plan for the Retail Project is attached hereto as Exhibit "2(b)" and incorporated herein by this reference. Retail LLC estimates that the total cost of the Retail Project (both public and private improvements) will be \$3,295,000. The estimated costs related to the Retail Project are attached hereto and incorporated herein as Exhibit "3(b)".

Retail LLC intends to begin construction on the Retail Project immediately following the adoption of this Supplement. Construction is scheduled to conclude by December 31, 2020. No businesses or residents will be displaced as a result of the Starbucks Project.

## **2. The Public Improvements**

As part of the Project, the CDA will capture the available tax increment revenues generated by redevelopment of the Phase III Project Sites to assist in paying for public improvements that are eligible expenditures under the Act. With respect to the Phase III Projects, the anticipated public improvements include:

### Starbucks Project

The costs of the Starbucks Project eligible for reimbursement via TIF include, but are not limited to, land acquisition, construction or replacement of utilities and detention, site grading/dirt work, traffic engineering, construction of public parking, architectural and engineering fees (related to the public improvements), and legal fees. A breakdown of these estimated costs is attached hereto and incorporated herein as Exhibit "4(a)".

### Retail Project

The costs of the Retail Project eligible for reimbursement via TIF include, but are not limited to, land acquisition, construction or replacement of utilities, detention, demolition of existing improvements, site preparation, landscaping and exterior façade enhancements to prevent the return of blight and substandard conditions, construction of public parking, architectural and engineering fees (related to the public improvements), legal fees, financing costs, and capitalized interest. A breakdown of these estimated costs is attached hereto and incorporated herein as Exhibit "4(b)".

The TIF-eligible project costs provided under Exhibits 4(a) and (b) are estimates and preliminary projections. Final costs shall be determined upon received bids for work and subsequent invoicing. Redevelopers will certify the final costs to the CDA upon completion of the public improvements associated with the Phase III Projects.

As provided in the Redevelopment Plan, the public improvements listed as eligible expenditures are necessarily upfront expenses that the Redevelopers will incur prior to the implementation of redevelopment agreements for subsequent phases. The public improvements included as part of the Phase III Projects may be reasonably allocated between the various phases of the Project and the TIF Indebtedness generated from each phase of the Project shall be used to assist with the payment of the eligible expenses of the entire Project, provided there is no duplication of costs.

The Phase III Projects will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight.

## **E. Implementation and Financing of the Projects**

The City and the CDA contemplate the use of TIF for Phase III Projects. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the project redevelopment contract or in the resolution of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

(a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and

(b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as “TIF Revenues”) shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Phase III Projects:

#### Starbucks Project

Based upon an estimated Base Tax Amount of \$89,985 and a post-redevelopment valuation of \$1,500,000 for the Starbucks Project, Starbucks Redeveloper and the CDA estimate that the Starbucks Project will generate post-redevelopment annual TIF Revenues of approximately \$26,438. This equates to total estimated TIF Revenues of \$396,570 over the course of fifteen years. Of the estimated \$396,570 in TIF Revenues, the CDA and Starbucks Redeveloper contemplate issuance of TIF Indebtedness not to exceed \$277,000 at an interest rate determined by the CDA and set forth in the redevelopment contract (as defined in the Act) or bond resolution for the Starbucks Project. As shown on Exhibit 4(a), the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Starbucks Project is \$1,591,000. Starbucks Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity (approximately 25%) and a bank loan (approximately 75%). Starbucks Redeveloper and the CDA will provide a more detailed breakdown of the TIF sources and uses in the redevelopment contract for the Starbucks Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

#### Retail Project

The Notice to Divide Taxes for the Retail Project was filed on the Columbus Retail Site in 2019 as part of the overall redevelopment project, establishing an effective date of January 1, 2019 for the Retail Project. Based upon the Base Tax Amount of \$370,285 for the base year of 2018, a partial first year valuation of 1,096,875, and an estimated post-redevelopment valuation of \$2,870,285 for the Retail Project, Retail LLC and the CDA estimate that the Retail Project will generate post-redevelopment annual TIF Revenues of approximately \$46,876 per year upon construction completion. This equates to total estimated TIF Revenues of \$669,887 over the course of fifteen years (inclusive of the first year of partial increment). Of the estimated \$669,887 in TIF Revenues, the CDA and Retail LLC contemplate issuance of TIF Indebtedness not to exceed

\$575,000 at an interest rate determined by the CDA and set forth in the redevelopment contract or bond resolution for the Retail Project. As shown on Exhibit 4(b), the anticipated TIF Indebtedness amount does not exceed the anticipated TIF-eligible costs.

The total estimated cost of the Retail Project is \$3,295,000. Retail LLC anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity (approximately 25%) and a bank loan (approximately 75%). Retail LLC and the CDA will provide a more detailed breakdown of the TIF sources and uses in the redevelopment contract for the Retail Project. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

## **F. Necessity of TIF**

### Starbucks Project

The Starbucks Project is one phase of the overall redevelopment set forth in the Redevelopment Plan. WHO Development, LLC, as the initial redeveloper under the Redevelopment Plan, has incurred substantial upfront costs for eligible public improvements in anticipate of the approval of the use of TIF in the subsequent phases of the project, including this phase. WHO Development is under contract to sell the Starbucks Site to CenterPointe LLC, contingent upon the approval of this Supplement to assist with the TIF-eligible costs associated with and allocated to the Starbucks Project. Upon approval of the Plan and redevelopment contract, WHO Development will sell the Starbucks Site and assign all obligations for construction of the Project under the redevelopment contract to CenterPointe LLC, but retain the TIF Indebtedness. WHO Development is only able to convey the Starbucks Site contingent upon the availability of TIF to pay for these costs. The Starbucks Project is not feasible without TIF because the costs of the development would be too high to support the fair market value of the retail space. The purchase agreement and purchase price between WHO Development and CenterPointe LLC reflects the anticipated TIF assistance. No buyer or restaurant operator would be able to make a reasonable return on investment in relation to the Starbucks Project without the assistance of TIF to cover the cost of a portion of the eligible public improvements.

Additionally, the Starbucks Project would not proceed but for the use of TIF because the costs of the public infrastructure, building, land, new exterior façade, interior bathrooms, walls, lighting, HVAC, and electrical, among others, are expected to be significantly greater than the as-complete fair market value of the retail space, in the absence of gap financing from the City.

In accordance with the foregoing, the Starbucks Project is not financially viable without the assistance of TIF and Starbucks Redeveloper would not construct the Starbucks Project without the assistance of TIF.

### Retail Project

The Retail Project is one phase of the overall redevelopment set forth in the Redevelopment Plan. WHO Development, LLC, as the initial redeveloper under the Redevelopment Plan, has incurred substantial upfront costs for eligible public improvements in anticipate of the approval of

the use of TIF in the subsequent phases of the project, including this phase. WHO Development conveyed the vacant Walmart building to Retail LLC to develop part of the first phase and the Retail Project for the third phase. Retail LLC is prepared to enter into as many as 4 leases with potential tenants for space within the Retail Site contingent upon the approval of this Supplement. Retail LLC is only able to lease the Retail Site if TIF is available to pay for the eligible costs of construction. The development of the various elements on the Retail Site is not feasible without TIF because the costs of the development would be too high to support the fair market value of the retail space. The leases between Retail LLC and the various tenants reflect the anticipated TIF assistance. Without TIF, the rents for the retail space would be unmarketable in order for Retail LLC to receive an adequate return on investment.

Additionally, the Retail Project would not proceed but for the use of TIF because the costs of renovating the vacated Walmart building, including public infrastructure, new entrances, new exterior façade, new interior bathrooms, walls, lighting, HVAC, and electrical, among others, are expected to be significantly greater than the as-complete fair market value of the retail space in the absence of gap financing from the City.

In accordance with the foregoing, the Retail Project is not financially viable without the assistance of TIF and Retail LLC would not construct the Retail Project without the assistance of TIF.

## **G. Relation to Redevelopment Plan; How Construed**

### Starbucks Project

The Starbucks Project shall replace and supersede the anticipated bank development in the Redevelopment Area set forth in the Redevelopment Plan. The Redevelopment Plan anticipated that a bank would be developed on Starbucks Site; provided that all of the proposed uses set forth in the Redevelopment Plan were speculative and subject to change. However, due to the costs of the project, among other factors, Starbucks Redeveloper could not secure a bank development at this location. While the Redevelopment Plan identifies the proposed use of this lot as a bank, the Starbucks Project conforms to the City's comprehensive plan for development as a commercial use.

The Redevelopment Plan anticipated a future valuation of \$2,000,000 for the Starbucks Site to support a TIF amount of \$400,000. The proposed Starbucks Project is within the range of the anticipated increment. The Redevelopment Plan projected approximately 8,000 square feet of restaurant/retail uses. The Freddy's restaurant constructed in the second phase took up approximately 3,000 square foot restaurant, and the Starbucks Project will add an additional 2,500 square feet toward that estimate.

### Retail Project

The Redevelopment Plan initially anticipated approximately 20,700 square feet of office space and approximately 38,700 square feet of indoor storage space. The proposed uses for the Retail Project are substantially similar, with a call center (office space), indoor storage, and

retail/fitness use. Retail LLC has made adjustments to the proposed uses in response to the market conditions and interest from potential tenants. Notwithstanding, the Retail Project still provides approximately 60,000 square feet of commercial space, as anticipated in the Redevelopment Plan; with roughly the same amount of storage use, and the call center and retail use comprising the space initially designated as general office space. Accordingly, the Retail Project conforms to the City's comprehensive plan as set forth in the Redevelopment Plan.

The Redevelopment Plan anticipated a future valuation of \$1,000,000 for the Retail Site with \$200,000 in TIF generated therefrom. However, the assessed valuation for the Retail Site has already increased by approximately \$730,000 prior to the completion of the private improvements; and Retail LLC has changed the scope of the uses for this phase, which should result in a higher valuation. In support thereof, the Redevelopment Plan contemplated the possibility of additional TIF for this phase based on additional construction, so the increased TIF request is compatible with the initial information set forth in the Redevelopment Plan.

#### **H. Statutory Elements**

As detailed above, the Phase III Projects anticipate the capture of the incremental taxes generated by the Phase III Projects on the Phase III Project Sites to pay for eligible expenditures under the Act. Attached as Exhibit "5" and incorporated herein by this reference is a consideration of the statutory elements under the Act.

#### **I. Cost-Benefit Analysis**

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. A Cost-Benefit Analysis for the Phase III Projects is attached hereto and incorporated herein as Exhibit "6".

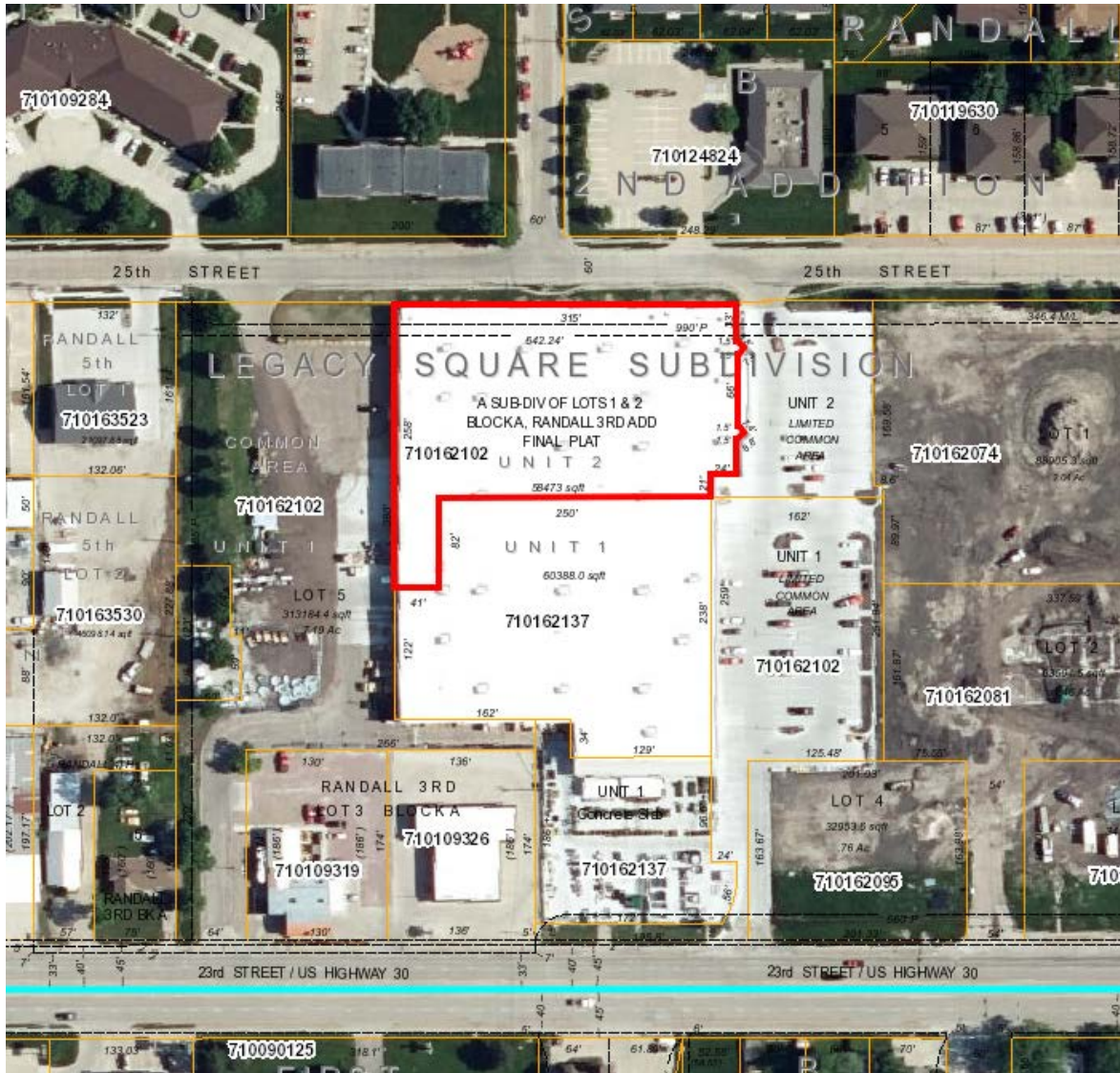
**EXHIBIT "1(a)"**  
**Project Site for the Starbucks Project**

Lot 3, Legacy Square Subdivision, a Subdivision of Lots 1 and 2, Block A, Randall 3rd Addition, Columbus, Platte County, Nebraska.

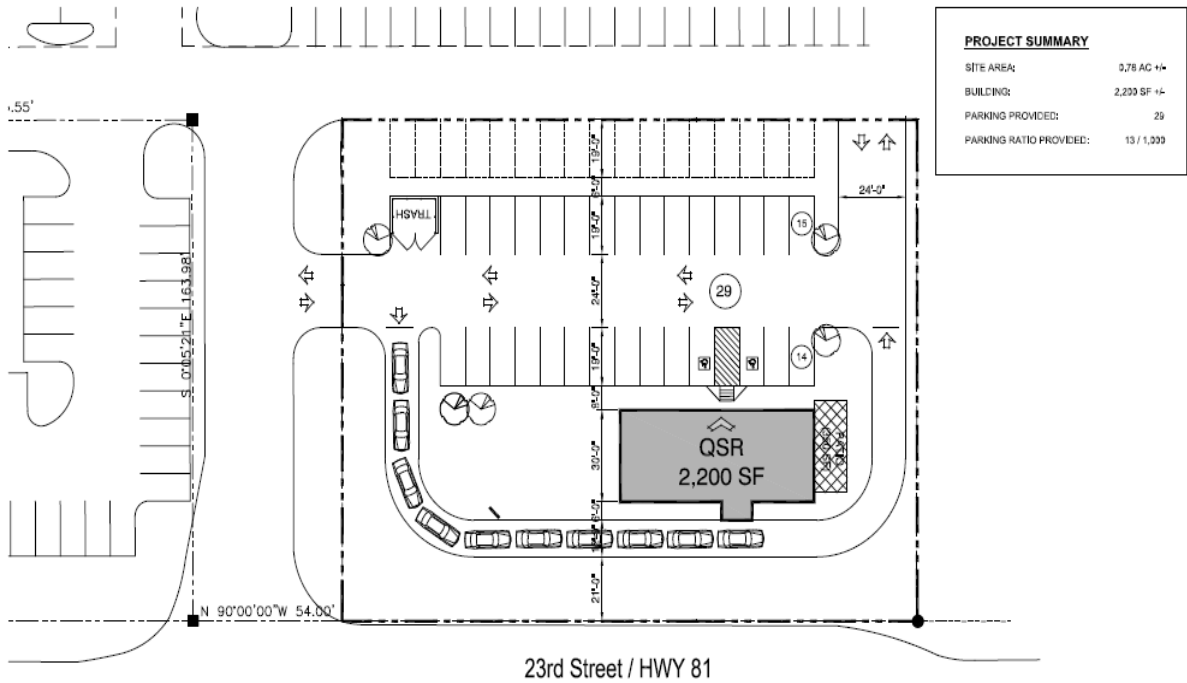


**EXHIBIT "1(b)"**  
**Project Site for the Retail Project**

Unit 2, Lot 5, Legacy Square Subdivision, a Subdivision of Lots 1 and 2, Block A, Randall 3rd Addition, Columbus, Platte County, Nebraska.

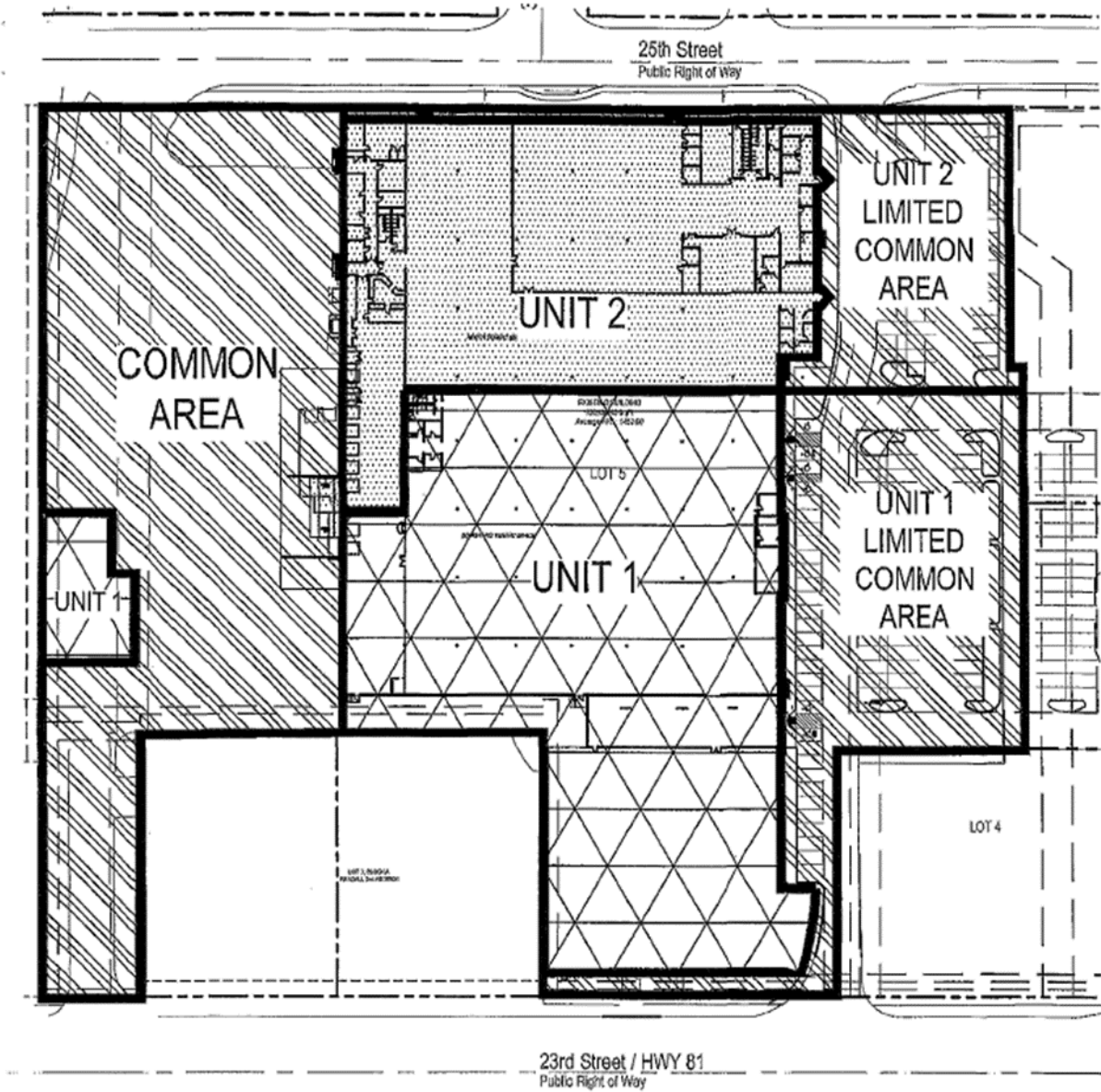


# EXHIBIT "2(a)" Starbucks Project Site Plan



\* The above site plan is preliminary in nature and subject to change.

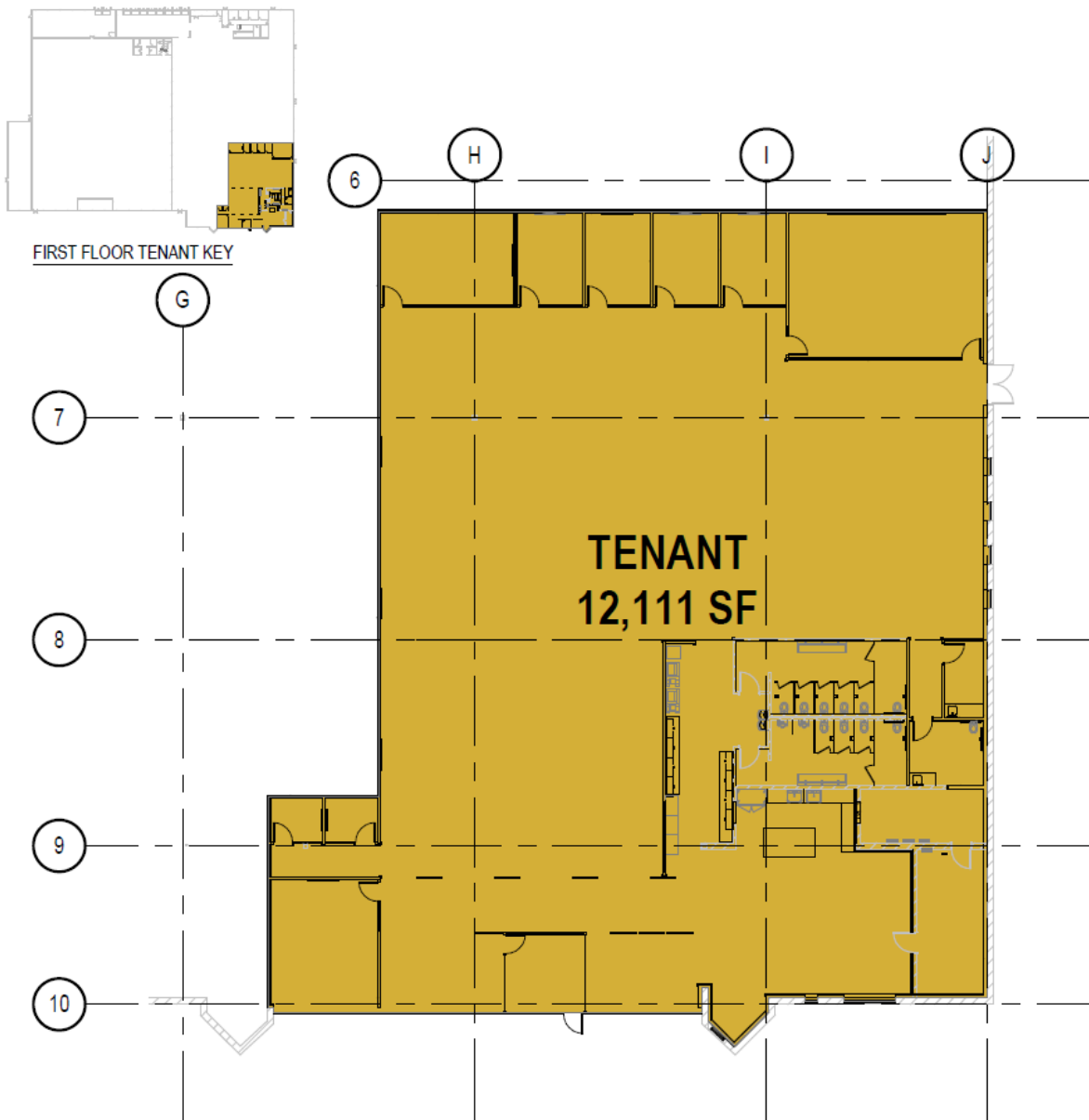
**EXHIBIT "2(b)"  
Retail Project Site Plan**



\* The above site plan is preliminary in nature and subject to change.

EXHIBIT "2(b)"

# Site Plan for Call Center



\* The above site plan is preliminary in nature and subject to change.

EXHIBIT "2(b)"

**EXHIBIT "3(a)"**  
**Estimated Costs of Starbucks Project**

Land Acquisition	\$160,000
Construction & FFE	\$1,230,000
Site Development (itemize)	
Site Grading/Dirt Work	\$65,000
Drives/Parking	\$70,000
Traffic Engineering	\$14,000
Utilities & Detention	\$35,000
Arch. and Engineering Fees	\$7,000
Legal Fees	\$10,000
<hr/>	
<b>Total:</b>	<b>\$1,591,000</b>

\* The above values are preliminary estimates and subject to change.

**EXHIBIT "3(b)"**  
**Estimated Costs of Retail Project**

Building & Land Acquisition	\$400,000
Site Development (itemize)	
Demolition	\$135,000
Site Grading/Dirt Work	\$45,000
Drives/Parking	\$175,000
Utilities & Detention	\$45,000
Renovation Budget	\$2,100,000
Arch. and Engineering Fees	\$35,000
Legal Fees	\$10,000
Financing Costs	\$25,000
FF&E	\$300,000
<u>Contingencies</u>	<u>\$25,000</u>
<b>Total:</b>	<b>\$3,295,000</b>

\* The above values are preliminary estimates and subject to change.

**EXHIBIT 4(a)**  
**Estimated TIF-Eligible Costs for Starbucks Project**

Land Acquisition	\$160,000
Site Grading/Dirt Work	\$65,000
Drives/Parking	\$70,000
Traffic Engineering	\$14,000
Utilities & Detention	\$35,000
Arch. and Engineering Fees	\$7,000
Legal Fees	\$10,000
<b>Total estimated TIF-eligible project costs</b>	<b>\$361,000</b>

\* The above values are preliminary estimates and subject to change.

**EXHIBIT 4(b)**  
**Estimated TIF-Eligible Costs for Retail Project**

Land Acquisition:	\$200,000
Utilities & Detention	\$45,000
Demolition	\$135,000
Landscape & Exterior Façade	\$75,000
Public Parking	\$175,000
Architectural/Engineering	\$12,500
Legal Fees	\$10,000
Financing Costs	\$15,000
Capitalized Interest	<u>\$20,000</u>
<b>Total estimated TIF-eligible project costs</b>	<b>\$687,500</b>

\* The above values are preliminary estimates and subject to change.

**EXHIBIT “5”**  
**Statutory Elements**

**A. Property Acquisition, Demolition and Disposal**

Starbucks Project

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Starbucks Project. WHO Development owns the Starbucks Site. CenterPointe LLC has entered into a purchase contract for the Starbucks Site from WHO Development and intends to close following the approval of this Supplement and the redevelopment agreement.

Retail Project

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Retail Project. Retail LLC or its affiliate, owns the Retail Site in fee simple. Part of the vacant Walmart building currently located on the site will be demolished as part of the Retail Project.

**B. Population Density**

Starbucks Project

The Starbucks Project will not affect population density.

Retail Project

The Retail Project will not affect population density.

**C. Land Coverage**

Starbucks Project

The new Starbucks Coffee Shop will encompass approximately 2,400 square feet of interior space. In addition, approximately 30 parking stalls will be located on the site. The Starbucks Project will comply with all applicable land coverage ratios required by the City.

Retail Project

The newly developed space will encompass approximately 60,000 square feet of interior space. This space will be divided into three separate areas that will be used for (1) a call center; (2) indoor controlled temperature storage; and (3) retail. The Retail Project will comply with all applicable land coverage ratios required by the City.

**D. Traffic Flow, Street Layouts and Street Grades**

The CDA and Redevelopers anticipate that the Phase III Projects will increase traffic to and from the Phase III Project Sites. There will be additional traffic from residents, employees, customers, and visitors traveling to and from the Starbucks Coffee Shop and the new retail/office space.

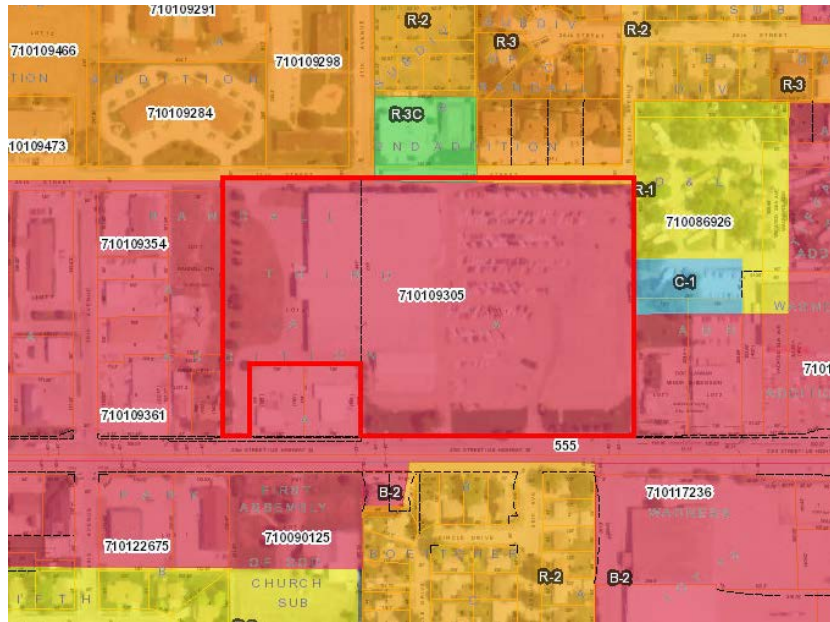
As part of the Phase III Projects, Redevelopers will construct internal private roadways to address the increase in traffic and the accessibility of the private improvements. The CDA and Redevelopers do not anticipate that the Phase III Projects require modification of existing public rights-of-way. The public improvements for the Phase III Projects will address any traffic and street infrastructure concerns that would otherwise be created by the Phase III Projects. All streets and other public infrastructure constructed will be subject to review and approval by the City's engineer.

**E. Parking**

Each of the Phase III Projects will include parking facilities that will meet or exceed the parking requirements set forth in the applicable zoning district. The design and development of the Phase III Projects should increase the efficiencies and beneficial traffic flow of the parking for all the uses located within the Phase III Project Sites. The Phase III Projects will also include designated public parking.

**F. Zoning, Building Code and Ordinances**

The Phase III Project Sites are currently located within the B-2 Zoning District. The Future Land Use Plan in the general plan of the City states that the Phase III Project Sites are to remain as B-2 Zoning Districts. The applicable land use map is set forth below:



The following uses, among others, are permitted uses in the B-2 Zoning District:

- Apartments
- General Office
- Restaurants (drive-in and general)
- Lodging
- Consumer Services
- General Retail Services
- Civic Safety Services

The Phase III Projects fall within the permitted uses in the B-2 Zoning District, except that the anticipated storage use component of the Retail Project will require a special use permit. Retail LLC has applied for the special use permit for the storage use in the Columbus Retail Site. Redevelopers shall be responsible for any additional zoning, building code, or ordinances changes that are necessary for the Phase III Projects.

**EXHIBIT “6”**  
**Cost Benefit Analysis**

**Supplement to the WHO Development Redevelopment Project**

This cost-benefit analysis for this Supplement to the Redevelopment Plan and the Project set forth therein has been undertaken pursuant to Neb. Rev. Stat. § 18-2113. Pursuant to the Redevelopment Plan, the CDA provides this cost-benefit analysis as a supplement with respect to the first phase of the Project.

**1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:**

The taxes generated by the current value of the Phase I Project Sites will continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Phase III Projects will be captured to pay for eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Phase III Projects, the true tax shift of the Phase III Projects is a positive shift in taxes after fifteen years. Accordingly, any valuation increase is deemed to be a benefit to the City, even considering the fifteen-year TIF period.

With respect to the tax shifts for the Phase III Projects:

**Starbucks Project**

a.	Anticipated Project Site Base Valuation (2019):	\$89,985
b.	Projected Completed Project Assessed Valuation:	\$1,500,000
c.	Projected Tax Increment Base (b. minus a.):	\$1,411,015
d.	Estimated Tax Levy:	1.893994
e.	Annual Projected Tax Shift:	\$26,438

**Retail Project**

a.	Anticipated Project Site Base Valuation (2018):	\$370,285
b.	Projected Completed Project Assessed Valuation:	\$2,870,285
c.	Projected Tax Increment Base (b. minus a.):	\$2,500,000
d.	Estimated Tax Levy:	1.893994
e.	Annual Projected Tax Shift:	\$46,876

*Notes:*

- 1. The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2019 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

**2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:**

a. Public infrastructure improvements and impacts:

**Starbucks Project**

There are no anticipated negative public infrastructure impacts from the Starbucks Project. The Starbucks Project will require the extension and relocation of the public utilities to serve the site, but the Starbucks Project should not create a burden on public resources. WHO Development will construct internal private roadways or implement access easements within the Redevelopment Area between developments in future phases to provide the necessary ingress and egress for the Starbucks Project, but no additional public roads or work in the public right-of-way will be required for this project. Public utilities and detention will be constructed/extended as part of the Starbucks Project. Such improvements required for the Starbucks Project will benefit the public and surrounding property.

**Retail Project**

There are no anticipated negative public infrastructure impacts from the Retail Project. The Retail Project will require the extension and relocation of the public utilities to serve the lots in the development, but the Retail Project should not create a burden on public resources. Retail LLC will construct internal private roadways or implement access easements within the Redevelopment Area between developments in future phases to provide the necessary ingress and egress for the Retail Project, but no additional public roads or work in the public right-of-way will be required for this project. Public utilities and detention will be constructed/extended as part of the Retail Project. Such improvements required for the Retail Project will benefit the public and surrounding property.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

**Starbucks Project**

WHO Development and the CDA anticipate that the Starbucks Project will provide significant sales tax revenue to Platte County and the City. Based upon preliminary projections and at a city sales tax rate of 1.5 percent, additional sales taxes generated by the Starbucks Project should be approximately \$20,000 per year. Additionally, the Starbucks Project will include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation.

The Starbucks Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority

of new ad valorem real property taxes generated by the Starbucks Project, it is intended to create long-term benefit and a substantial increase in property taxes to the City and other local taxing jurisdictions.

### **Retail Project**

Retail LLC and the CDA anticipate that the Retail Project will provide significant sales tax revenue to Platte County and the City. Additionally, the Retail Project will include a significant amount of personal property that will be on the property tax rolls upon its acquisition and installation.

The Retail Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will defer receipt of a majority of new ad valorem real property taxes generated by the Retail Project, it is intended to create long-term benefit and a substantial increase in property taxes to the City and other local taxing jurisdictions.

### **3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:**

#### **Starbucks Project**

Currently, there are no employers or employees within the Starbucks Site. As such, the CDA expects that the public and private improvements associated with the Starbucks Project will attract businesses, employees, and residents to the area, including an estimated 10-15 new full-time jobs. The Starbucks Project will provide retail amenities to surrounding businesses and residences that will make the area more desirable to potential employees for living and working.

Construction of the Starbucks Site will require a number of construction employees and managers. WHO Development intends to use as many local construction trades as possible during construction. Those contractors that come from outside the City will use other hotels, apartments, restaurants, gas stations, and other services and facilities in the City during construction.

In accordance with the above, Starbucks Redeveloper and the CDA anticipate that the Starbucks Project will have a positive impact on employers and employees of firms locating or expanding within the boundaries of the Starbucks Site.

#### **Retail Project**

Currently, there are no employers or employees within the Retail Site. As such, the CDA expects that the public and private improvements associated with the Retail Project will attract businesses, employees, and residents to the area. The Retail Project will provide office space and retail amenities to surrounding businesses and residences that will make the area more desirable to potential employees for living and working.

Construction of the Retail Site will require a number of construction employees and managers. Retail LLC intends to use as many local construction trades as possible during construction. Those contractors that come from outside the City will use other hotels, apartments, restaurants, gas stations, and other services and facilities in the City during construction.

In accordance with the above, Retail LLC and the CDA anticipate that the Retail Project will have a positive impact on employers and employees of firms locating or expanding within the boundaries of the Columbus Retail Site.

**4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:**

**Starbucks Project**

The CDA does not anticipate that the Starbucks Project will have an adverse material impact on other employers and employees within the City or immediately outside the area of the Starbucks Project. The Starbucks Project will provide new jobs to employees and a desired amenity to the surrounding area and the City as a whole.

**Retail Project**

The CDA does not anticipate that the Retail Project will have an adverse material impact on other employers and employees within the City or immediately outside the area of the Retail Project. The Columbus Retail Site was previously occupied by Walmart, so the occupancy of various smaller retailers should not have a material effect on retailers and other employers located outside the area. The Retail Project will provide new jobs to employees and a desired amenity to the surrounding area and the City as a whole.

**5. Other impacts determined by the CDA to be relevant to the consideration of costs and benefits arising from the redevelopment project:**

Redeveloper and the CDA anticipate the following relevant impacts on the City:

**Starbucks Project**

- The Starbucks Project will occupy land that is vacant, has been determined to be blighted and substandard, and has limited assessed tax value in its current state.
- The Starbucks Project should help promote the development of future projects within the western portion of the City along 23<sup>rd</sup> Street.
- Starbucks Redeveloper and the CDA anticipate minimal to no impact on demand for community services stemming from the Starbucks Project.

## **Retail Project**

- The Retail Project will occupy land that is vacant, has been determined to be blighted and substandard, and has limited assessed tax value in its current state.
- The Retail Project should help promote the development of future projects within the western portion of the City along 23rd Street.
- Retail LLC and the CDA anticipate minimal to no impact on demand for community services stemming from the Retail Project.

### **6. Cost Benefit Analysis Conclusion:**

Based upon the findings presented in this supplemental cost-benefit analysis, the benefits outweigh the costs of the proposed Phase III Projects.

**EXHIBIT "7"**  
**REDEVELOPMENT PLAN**

(See attached)

4828-2395-8714, v. 2

7. **PETITIONS AND COMMUNICATIONS - None**
8. **REPORTS OF CITY OFFICES - None**
9. **REPORTS OF COUNCIL COMMITTEES - None**
10. **REPORTS OF SPECIAL COMMITTEES - None**
11. **REPORTS ON LEGISLATION - None**
12. **NEW BUSINESS**

A. Quote from Traffic Control Corporation in the amount of \$22,575 for traffic light preemption system for new fire station.

**Columbus Fire Department  
Memorandum  
For Record**

**DATE:** May 21, 2020

**TO:** City Administrator Tara Vasicek

**FROM:** Fire Chief Dan Miller

**THROUGH:** NA

**SUBJECT:** Traffic Light Preemption System for New Fire Station

**RECOMMENDATION:**

That the City Council approve the funding of traffic light preemption system for the new fire station on 4630 Howard Blvd for \$22,575 from Traffic Control Corporation, Ankeny, IA.

**DISCUSSION:**

This system will pre-empt the traffic lights on Howard Blvd. at 45<sup>th</sup> Avenue and 48<sup>th</sup> Avenue to allow fire and rescue apparatus to safely and quickly enter Howard Boulevard and proceed to calls for service in either direction. This is a radio controlled unit with a button at the fire station. Once activated traffic will be stopped for a programmed number of seconds, and then resumed. This system will impact employee and public safety as fire/rescue apparatus enter the busy corridor.

**FISCAL IMPACT:**

\$22,575 to FFE budget of new fire station.

**ALTERNATIVES:**

Reasonable alternatives were evaluated as part of this process. Traffic Control Corporation is the sole vendor for Opticom products in this territory. This system can be added to later to include GPS/strobe units in any emergency vehicles to preempt these and other traffic lights.

**SIGNATURE:**

BY 

APPROVED BY: 

APPROVED BY: 



Howard Blvd. corridor affected by new fire station. Intersection lights at 45<sup>th</sup> Ave and 48<sup>th</sup> Ave will be controlled.

# City of Columbus

## Quote Sheet for Purchases

Department: Fire

Charge to Account Number: 211-211-57556-20088

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

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

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

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

Date: 5/21/2020 Time: 3:30 PM

Vendor Name: Traffic Control Corporation

Vendor Employee Name: Doug Ripley

Telephone: 515-418-4114

Quote For: Traffic Light Preemption System

Quote Includes:	Item Totals:
Opticom Intelligreen Unit - Fire Station Radio	\$6,725.00
Opticom GPS Intersection Assembly	\$15,850.00
<b>Total:</b>	<b>\$22,575.00</b>

Quote Excludes:  
 Installation - Vendor will assist and advise with installation.

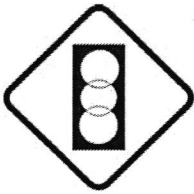
\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

Tax Excluded

City Employee Obtained Quote: Dan Miller



**TRAFFIC CONTROL CORPORATION**

1810 SW WHITE BIRCH CIRCLE, SUITE 108  
ANKENY, IA 50023  
P: 515-418-4114

# QUOTATION

Number 631541

Page 1 of 1

To COLUM  
COLUMBUS FIRE & RESCUE  
1459 26TH AVE  
COLUMBUS NE 68602  
USA

Attn  
Email  
Phone

Fax

Quote Date 1/21/2020 Expires 4/20/2020  
Terms NET 30 BASED ON APPROVED CREDIT  
FOB DESTINATION-FRT INCLUDED  
Salesperson DOUG RIPLEY  
Email dripley@trafficcontrolcorp.com

Letting Date  
Book/Call/Item  
Contract No

Location COLUMBUS FIRE & RESCUE  
Description OPTICOM GPS PREEMPTION SYSTEM

Part Number Description	Unit Price	Qty/UM	Net Price
OPTICOM GPS INTELLIGREEN UNIT FIRE STATION GPS INTELLIGREEN UNIT INCLUDING: 3100 GPS RADIO UNIT, 1060 INTELLIGREEN CONTROL UNIT, 1070 INSTALLATION CABLE (150')	6,725.00	1.00 EA	6,725.00
<i>INSTALLATION AND MOUNTING HARDWARE PROVIDE BY OTHERS. INSTALLATION AND PROGRAMMING ASSISTANCE INCLUDED.</i>			
OPTICOM GPS INTERSECTION ASSEMBLY INTERSECTION ASSEMBLY INCLUDES: 2100 GPS/RADIO UNIT. ASTROBRAC FOR POLE MOUNT, 760 CARD RACK WITH HARNESS, 764 PHASE SELECTOR, 768 AUX INTERFACE PANEL AND INSTALLATION CABLE.	7,925.00	2.00 EA	15,850.00
<i>INSTALLATION BY OTHERS. INSTALLER TO PROVIDE APPROXIMATELY 3' PIECE OF 3/4' CONDUIT, SCH 80, ELL AND NIPPLE FOR INSTALLATION.</i>			
<i>PROGRAMMING AND INSTALL ASSISTANCE PROVIDED. ONSITE SOFTWARE PROVIDED AT NO ADDITIONAL COST.</i>			

**Item Total 22,575.00**



# OPTICOM™ IntelliGreen

## PRIORITY CONTROL FOR FIRE STATIONS

### *Smarter traffic control to streamline fire rescue operations*

Opticom™ IntelliGreen combines reliable, mission-critical performance with interoperability and scalability for superior traffic priority control. Positioned at intersections near fire stations, it incorporates patented, intelligent radio/GPS technology to quickly preempt traffic control lights for faster, safer response.

#### **Secure safer emergency passage**

Smarter traffic control is now available with one press of a button. Emergency personnel can preempt signals for one or more directions of traffic from the Opticom™ IntelliGreen unit. The always-ready priority control system includes patented GTT technology for precise, secure radio/GPS signal reliability that delivers faster performance when you need it most. No obstructions. No delays. Opticom™ IntelliGreen minimizes green cycle times near the fire station to ensure faster, safer passage through the first intersection for emergency responders.

- Customized traffic management — Control intersections to the left, right or both directions from the three-button base station unit.
- Enabled to automatically activate from the 911 dispatch center — Reduce response time and maximize emergency team resources when activated at the same time as the alarm.
- Exceptional signal range — Increase performance times with a precise, unobstructed signal for any intersection up to 2,500 feet.
- Intuitive, easy-to-read indicators — Identify system status instantly to optimize safety.
- Durable construction — Ensure reliability in almost any weather conditions.

#### **Maximize resources for more control**

Safety extends beyond the nearest intersection. Emergency transportation networks are expanding — with smaller budgets and greater complexities. Opticom™ IntelliGreen is your low-cost entry point to maximize resources and streamline operations in an intelligent radio/GPS infrastructure. It's more than a point-to-point solution. Invest now in the scalable technology to expand your traffic control priorities quickly and cost-effectively for today's emergencies and tomorrow's evolution.

- Patented radio/GPS technology — Ensure signal reliability with patented wireless communication to nearby Opticom™ GPS-equipped intersections.
- Scalable — Ease into a long range radio/GPS priority control migration plan with minimal capital expense.

#### ***When used with Opticom™***

##### ***Central Management Software***

- Custom fire station preemption reporting — Document and track usage at the intersections activated by IntelliGreen with custom reports generated by Opticom™ Central Management Software.
- Real-time monitoring — Manage, maintain and monitor device activity to respond proactively if an interruption should occur.
- Interoperability — Communicate directly via secure, dedicated radio frequencies with other agencies to ensure immediate response.

*Global Traffic Technologies, LLC*

*(GTT), formed in 2007 from*

*3M's pioneering Intelligent*

*Transportation Systems business,*

*is the manufacturer of Opticom™*

*priority control systems and*

*Canoga™ traffic sensing systems.*

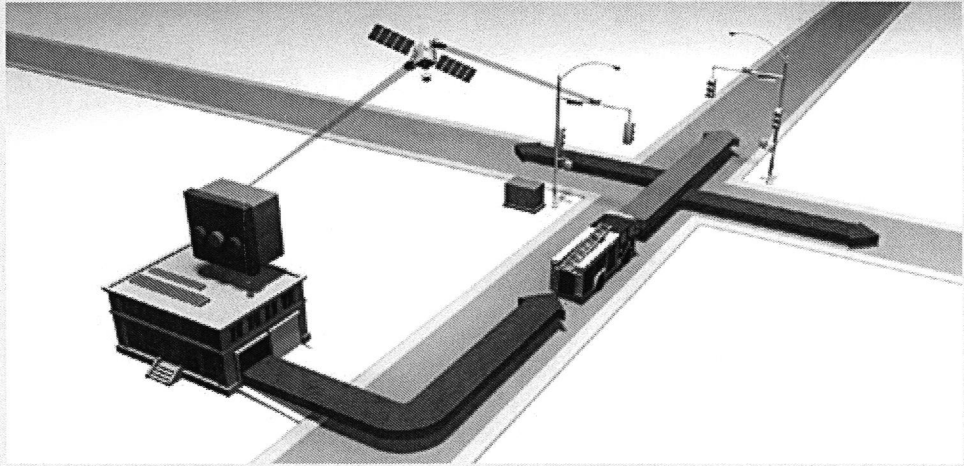


*Building critical  
traffic connections<sup>sm</sup>*



## IntelliGreen

Intelligent traffic management to the rescue



### Intuitive, reliable priority control

1. Signal triggered by emergency personnel or alarm system located in fire station (base unit offers choice for signal preemption at one or more intersections).
2. The wireless IntelliGreen signal communicates with Opticom™ GPS-equipped intersection equipment.
3. Once activated, IntelliGreen quickly sends a request to provide a green light for exiting emergency vehicles and a red light for other traffic.

### Specifications

#### Components

##### 1 Opticom™ GPS Base Station Unit

Dimensions (L x W x H): 11.75" x 11.25" x 6.5" (29.8 cm x 29.6 cm x 15.2 cm)

Weight: 13.0 lb. (5.9 kg)

##### 1 Opticom™ Model 1010 Radio/GPS Unit

Dimensions (L x W x H): 9.0" x 6.5" x 6.0" (22.9 cm x 16.5 cm x 15.2 cm)

Weight: 1.8 lb. (0.816 kg)

##### Model 1070 Radio/GPS Unit Installation Cable

150 feet (45.72 m) — additional cable available

### Power Requirements

100 – 240 VAC, 50/60 Hz, 0.7 amp

It is recommended that a qualified electrician install the IntelliGreen equipment. It is recommended that a GTT-trained technician or GTT-certified dealer installs intersection equipment and performs system configuration.

### Building critical traffic connections<sup>SM</sup>



Building critical  
traffic connections<sup>SM</sup>

#### Global Traffic Technologies, LLC

7800 Third Street North

St. Paul, Minnesota 55128-5441

1-800-258-4610

651-789-7333

www.gtt.com

B. Quote from Mueller Sprinklers in the amount of \$40,291.81 for landscaping, sprinklers, and trees at new fire station.

**Columbus Fire Department  
Memorandum  
For Record**

**DATE:** May 21, 2020

**TO:** City Administrator Tara Vasicek

**FROM:** Fire Chief Dan Miller

**THROUGH:** NA

**SUBJECT:** Landscaping, Sprinklers, Trees for New Fire Station

**RECOMMENDATION:**

That the City Council approve the funding of landscaping, sprinklers, and trees for the new fire station project on 4630 Howard Blvd for \$40,291.81 from Mueller Sprinklers, Columbus, NE.

**DISCUSSION:**

The contract with the builder included a \$25,000 allowance for landscaping, sprinklers, and trees in the Guaranteed Maximum Price (GMP). Quotes were received from Kush Lands and Mueller Sprinklers, both of Columbus. Public Property Director Doug Moore and City Engineer Rick Bogus were consulted on the specifications, tree varieties, sprinklers, grasses, and other landscaping. The quotes both came out higher than the 25K allowance with Mueller being the lowest. Over and above the allowance, the additional cost to the City on the lower bid would be \$15,291.81 if approved (\$40,291.81 total).

**FISCAL IMPACT:**

\$40,291 to new fire station project. This includes \$25,000 from GMP landscaping allowance, 15,291 from GMP contingency.

**ALTERNATIVES:**

Reasonable alternatives were evaluated as part of this process.

**SIGNATURE:**

BY 

APPROVED BY: 

APPROVED BY: 

# City of Columbus

## Quote Sheet for Purchases

Department: Fire

Charge to Account Number: 211-211-57556-20088

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

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

City Administrator Approval: *Jeff Kline*  
(For Purchases of \$5,000 to \$40,000)

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

Date: 5/21/2020 Time: 3:00 PM

Vendor Name: Mueller Sprinklers / BD Construction

Vendor Employee Name: Mark Hanson / Bryan Kearney

Telephone: 402-564-5980

Quote For: Lanscaping, Sprinklers, Trees at New Fire Station, 4630 Howard Blvd

Quote Includes:	Item Totals:
Underground sprinklers	\$15,862.00
Edging	\$2,240.00
Mulch	\$1,350.00
Sod-laid, fertilizer, fine grade, bluegrass fescue blend	\$9,621.00
Trees / Plants to City Specification	\$9,368.81
Seeding, double straw matting in detention pond areas	\$1,850.00
<b>Total:</b>	<b>\$40,291.81</b>

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

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

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

Tax Excluded

City Employee Obtained Quote: Dan Miller



# QUOTE

P.O. Box 353  
 Columbus, NE 68601  
 Phone (402) 564-5980  
 Fax (402) 564-4226

DATE: May 14, 2020

**BILL TO:**  
 B-D Construction  
 2154 East 32nd Aveune  
 Columbus, NE. 68601  
 Phone

**SHIP TO:**  
 Columbus Fire Dept  
 Adress  
 City, State, Zip Code  
 Phone

QTY	DESCRIPTION	PRICE	AMOUNT
	Underground Sprinkler Automatic Drain System		\$ 15,862.00
1	PVB & Sleeving		INCLUDE
1	City Inspection Permit		INCLUDE
90	Hunter Pro Sprays		
94	Hunter PGP's		
	Hunter PGJ's		
18	Hunter Valves		
1	Hunter ICC Expandable Controller, Wireless Rain Klik, Handheld Remot		
400'	Black Edging, installed, 2,000 sq.ft, Fabric, pins, installed		2,240.00
30 CY	Premium, Shredded Mulch, delivered, install.		1,350.00
28,296 sq.ft	Sod, laid, fertilizer, delivered, fine grade, Bluegrass/Fescue Blend		9,621.00
	Wilke Landscape Quote Trees #70300 revised 4/30/2020		4,722.08
	Wilke Landscape Quote Plants around building #70301 revised 4/30/20		4,646.73
6,400 sq.ft.	Seeding, and Double Straw Matting, in 2 Dention Pond areas		1,850.00
<b>Stub-in is not included in this bid</b>			
3-year warranty on all parts and 1 year on workmanship.		<b>SUBTOTAL</b>	\$ 40,291.81
Terms: Payment is due upon completion of work. Customer is		<b>TAX RATE</b>	
responsible for location and marking of own property lines.		<b>SALES TAX</b>	-
ALL PRICES ARE SUBJECT TO CHANGE WITHIN 30 DAYS.		<b>OTHER</b>	
		<b>TOTAL</b>	\$ 40,291.81

*Thank you for the opportunity to provide you an estimate!*

5/14/2020



# TAMMY KUSH

*Creating Timeless Designs for the Home & Garden*

527 53RD STREET  
COLUMBUS, NE 68601  
402-562-8126

LABOR / ITEMS	AMOUNT
<i>Landscaping (less the rock)</i>	<i>\$ 23,214.10</i>
<i>Sprinkler Installation</i>	<i>23,136.<sup>00</sup></i>
<i>Seeding (Any Seeding is extra)</i>	<i>5449.<sup>00</sup></i>
<i>We can meet next week &amp; go over details</i>	
<p><i>Your prompt payment is greatly appreciated.</i> <i>Thank You!</i> Make checks payable to Tammy Kush</p>	<p>SUBTOTAL SALES TAX <i>Not included</i> TOTAL \$</p>

- C. Proposal from Kidwell in the amount of \$127,552 for telecommunications system for city facilities.

**MEMORANDUM**

---

**DATE:** May 27, 2020  
**FROM :** Matt Soukup, Computer Network Technician  
**TO:** Tara Vasicek, City Administrator  
**RE:** Telephone System Replacement

**RECOMMENDATION:**

Recommend that the City Council award the bid of \$127,552 for the City VoIP Phone System Replacement to Kidwell. Based on the most responsive, responsible bidder, hardware, and 5 year support services.

**DISCUSSION:**

The current phone system has issues that the vendor has been unable to resolve. The Kidwell proposal meets the needs requested by the City RFP. Five bids were received and three were selected for further review. Bids reviewed where:

**BTS:** Proposed solution includes hardware that is new to the United States and has only been supported by BTS for two years. Has an ongoing monthly fee for licenses and yearly support cost of \$13524. The City is concerned about ongoing support for hardware that has limited exposure in the United States.

**Great Plains:** Proposed solution includes hardware with limited functionality as compared to the two other solutions.

**Kidwell:** Proposed solution includes hardware from a reputable VoIP hardware manufacturer. The proposal includes a 5 year support contract that has significant savings over paying yearly support.

If approved, the contract would include replacing and expanding the existing phone system. It would also include a 5 year support contract for hardware and software with Mitel and Kidwell.

**FISCAL IMPACT:**

\$100,000 from CIP 20-7 VoIP Phone System  
\$27,552 from Computer Support/Maintenance

**ALTERNATIVE:**

Expand the current system for the new sites with current failing system.

**CONCURRENCE:**

By: *Leather Lindsey*

**SIGNATURE:**

By: *Matt J Soukup*

Bidder	BTS	Great Plains	Kidwell
Total 1st Year Cost	\$ 53,876.85	\$ 98,146.10	\$ 100,871.00
Additional 4 Year Cost	\$ 54,096.00	\$ 20,484.00	\$ 26,681.00
Total 5 Year Cost	\$ 107,972.85	\$ 118,630.10	\$ 127,552.00

# City of Columbus

## Quote Sheet for Purchases

Department: General Administration

Charge to Account Number: 100-100-57510-20007

Department Head Approval: *Heather Lindelug*

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

City Administrator Approval: *Jeff Kinn*  
(For Purchases of \$5,000 to \$40,000)

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

Date: 5/27/2020 Time: \_\_\_\_\_

Vendor Name: Kidwell

Vendor Employee Name: Greg Jones

Telephone: 402-817-3556

Quote For: Mitel VoIP Phone System and 5 Year Support

Quote Includes:	Item Totals:
Mitel VoIP Phone System	\$100,871.00
5 Year Support	\$26,681.00
<b>Total:</b>	<b>\$127,552.00</b>

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

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

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

Tax Excluded

City Employee Obtained Quote: Matt Soukup



**Statement of Work – Prepared for:**

**City of Columbus**

**MiVoice Solution**

Proposal: KIDQ13010

**Customer:**

City of Columbus  
Matt Soukup  
2424 14th St Box 1677  
Columbus, NE 68602.00

**Prepared by:**

Greg Jones  
gjones@kidwellinc.com  
402-475-9151

**Project: MiVoice Business - Base System - 5 Year****Description:**

MiVBus Enterprise SW for 3300 (no users)	1
SIP Trunking Channel Proxy	12
MiVoice Border Gateway Virtual	1
MiCollab Virtual Appliance	1
MCD Mailbox license	1
MiVoice Business License - SIP Trunk	8
MiCollab NPUM Mailbox User, Call Diversion	5
MiVoice Bus License - Enterprise User	19
MiVoice Business SIP Trunks - 10 Pack	1
MiCollab NPUM MiVBus Mailbox Licenses - 10 Pack	2
UCCv4.0 Standard User for MiVoice Bus	10
UCCv4.0 Standard User for MiVoice Bus - 50 Pack	3
MXe AC Power Supply	1
Power cord C13 10A 125V	2
MXe III Raid Sub-System	1
3300 MXe III Expansion Kit	1
3300 MXe III w/ 1GB RAM Controller	1
3300 MXeIII SATA SSD 2pk (Cntr-Server)	1
Mediatrix	13
6930 IP Phone	160
6970 IP Conference Phone	4



Mitel Public Sector Discount	-1
Freight	1
Software Assurance Support	1
- 5 Years	
- Hardware replacement included via Mitel's SWA - EXCLUDES Phones	

Kidwell Support Agreement	1
- 5 Years	
- Hardware replacement via Mitel's SWA	
- Please see attached support agreement terms and conditions	

**Kidwell Telephony Implementation Services**

**Please Note:**

- This quotation assumes use of customer provided HyperVisor/VMware environment. Customer is responsible for HyperVisor/VMware Environment, including:
  - All applicable licensing
  - All virtual resources

<b>List Price</b>	\$255,924.00
<b>Discounts</b>	-\$128,372.00
<b>Grand Total</b>	\$127,552.00

**Terms:**

- Sales tax has not been included
- 50% Deposit is due on signature on all proposals above \$5,000
- Accounts not paid within thirty days are subject to a finance charge of 1% monthly, and an annual rate of 12%.
- ADDITIONAL FEES WILL APPLY IF PAYMENT IS MADE BY CREDIT CARD

**Approval:**

**Susan Johnson** / **5/11/2020**  
 Authorized Kidwell Signature / Date

\_\_\_\_\_  
 Authorized Customer Signature / Date



## Kidwell Telephone Implementation Scope of Work

### Important Contact Information

Service Desk: servicedesk@kidwellinc.com – 402.473.7787, Toll Free – 877.473.7787

Project Manager: Ryan Hagerman – rhagerman@kidwellinc.com – 402.475.9163

Telephony Solutions Expert: Greg Jones – gjones@kidwellinc.com – 402.817.3556

### Important Implementation Notes (Please review and sign below)

- No sales tax has been included for material and labor in this proposal.
- All other required taxes will be charged and added to the proposal price on invoicing.
- No charges from the local telephone company services / service changes included.
- Quote does not include data networking hardware or Kidwell provided network configuration services.
- Quote assumes use of existing cable and that cable meets specifications.
- Quote assumes wide area data connection between locations meets Mitel standard (if applicable).
- Use of Internet connectivity between locations does not guarantee voice quality.
- Diagnosing ISP/Telephone company lines, existing system hardware/software not included.
- Cutover to be done M-Th, 8am – 5pm unless other arrangements have been made with Kidwell.
- Kidwell does not warrant the functionality of owner's existing hardware or software.
- Modifications to the installation made by the customer/another vendor voids Kidwell's warranty.
- Kidwell will warrant the installation per the scope for 30 days from acceptance. This warranty covers "Break/Fix" issues. This warranty does NOT cover new "Moves, Adds, and Changes" to the hardware / software of the system.
- All hardware/software will be installed in accordance with the manufacturer's specifications.

### Special Note regarding 3<sup>rd</sup> Party devices (Door locks, overhead paging, special access devices, etc.)

Kidwell cannot guarantee 3<sup>rd</sup> party devices will be compatible with the new system. Kidwell will make every effort to reuse existing 3<sup>rd</sup> party devices. If unable to achieve compatibility, the customer will be responsible for any labor and new equipment necessary to accomplish integration with these devices. Please be sure to fully review your company's telecommunication system and any devices connected.

### Special Note regarding Virtual Environment installations

Customer is responsible for HyperVisor / VMware Environment, including:

- All applicable licensing
- All virtual resources
- Kidwell will supply customer/customer IT vendor with necessary specifications for Mitel server/apps
- Kidwell is not responsible for the support or upgrades on the customer's virtual environment

### Special Note regarding Fax functionality on IP networks or over ISP-based SIP Lines

Kidwell highly recommends keeping all Fax lines/services dedicated on traditional telephone company lines. Faxing over IP or SIP is an unreliable technology. Kidwell cannot warrant or guarantee customers reliable fax operations when using Fax over IP or Fax over SIP services.

I have read and understand the Implementation Notes above.

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

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

### Project Summary



Upon acceptance of this proposal, Kidwell will install your new Mitel Unified Communication system. As part of Kidwell's proposal, we have included material and labor. Items or services that are not listed in the "Included in Scope" section are considered "Outside of Scope" items.

### **Kidwell Standard Services**

#### **Included in Scope**

- Project Management
- Mitel Application installation
- Design of Call Flows
- Configure users
- Project Timeline
- Configure Call Routing
- User Training plan (see Training section)
- Connect phone company lines to system
- Electronic training documents
- Placement and connection of telephones
- System cutover
- Initial recording of system prompts
- Complete system operation testing
- First day live support
- Perform initial system backup/save
- Remote access (Kidwell uses the ScreenConnect product)

#### **Excluded from Scope (below services available for an additional charge upon request)**

- Desktop Client software (if applicable)
- E-mail server hardware/setup
- Network assessment and QoS
- Data and voice wiring
- Server racks
- UPS units
- Troubleshooting of Data Network issues

#### **MiVoice Office 250 / MiVoice Business Basic User Training**

- Kidwell will provide 1 hour of end user training per 8 users
- Customer receives onsite post-cut support day of cutover

#### **MiVoice Business / MiVoice Connect Advanced User Training (Desktop Client)**

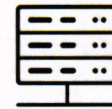
- Kidwell will provide 1.5 hours of end user training per 8 users
- Classroom-style training requiring room with TV/screen/projection facilities and data network access
- Customer will be required to provide and maintain training sign-off sheet
- Kidwell will review training agenda and required documentation
- Customer receives onsite post-cut support day of cutover



### **Project Phases and Responsibilities Definition**

The following information details the project roadmap and actions required by both Kidwell and the customer. An "X" indicates primary responsibility. If both parties have an "X", that particular aspect is a "shared" responsibility.

<b>Phase 1 – Order Materials</b>	<b>Kidwell</b>	<b>Customer</b>
Order/Receive Mitel system and determine delivery ETA	X	
Order Music-on-hold equipment (if applicable)	X	X
Order paging equipment (if applicable)	X	
Order UPS units / Install & Test UPS units (if applicable)	X	X
Order Telephone company services / lines (if applicable)	X	X
Confirm receipt of equipment/apps (whether provided by Kidwell or customer)	X	X
<b>Phase 2 – Project Kickoff</b>	<b>Kidwell</b>	<b>Customer</b>
Schedule initial project call with customer	X	
Confirm telephone application and services purchased	X	X
Send customer User/Extension list sheet	X	
Send customer server requirements (when server supplied by customer)	X	
Discuss any special applications (Door entry, remote users, etc.)		X
Establish desired system cutover date (may change as project progresses)	X	X
<b>Phase 3 – Database Gathering</b>	<b>Kidwell</b>	<b>Customer</b>
Determine IP scheme, DHCP scope/ranges system/phones (if applicable)	X	X
Identify all telephone users and any special calling restrictions	X	X
Define Automated Attendant menus	X	X
Define any Group Ringing (ring multiple users on incoming calls)	X	X
Define Music-On-Hold requirements (if applicable)	X	X
Define Paging requirements (if applicable)	X	X
Define typical customer Open, Closed, and Holiday schedules	X	X
Define overall Call Flow requirements based on provided information	X	
Schedule call with customer to confirm determined Call Flow	X	
<b>Phase 4 – System Programming / Hardware Installation</b>	<b>Kidwell</b>	<b>Customer</b>
If customer supplied server, confirm server is ready per requirements	X	
If customer supplied server, establish remote access (ScreenConnect)	X	X
Install applicable Mitel software on servers (physical or virtual)	X	
Program system Users / Call Flow as determined by info gathered in Phase 3	X	
Record initial Automated Attendant recordings	X	X
Schedule physical equipment installation with customer	X	
Install desktop telephone sets	X	
Mitel desktop software / client installation (if applicable)		X
<b>Phase 5 – User Training / System Cutover</b>	<b>Kidwell</b>	<b>Customer</b>
Schedule and conduct User training classes	X	X
<b>Phase 6 – System Cutover / System Testing / First Day Live</b>	<b>Kidwell</b>	<b>Customer</b>
Extension to Extension calls / Extension to Voice Mail calls	X	X
Inbound Call Routing / Outbound Call Routing (local, LD, Toll-Free, Int'l, 911)	X	X
Group Ringing / Music-On-Hold / Overhead Paging – Paging Groups (if applicable)	X	X
Kidwell will support the customer as necessary including "on the fly" call flow adjustments and user support to the extent necessary to ensure the system is performing to the customer's needs and expectations.	-	-



## Kidwell Phone Systems: Fully Managed - MiVoice Business

### Proactive Support

- Yearly Phone System Health Check
- Dedicated Account Manager

### Support Services

- Minor System Moves
- Minor User/System Changes
- Phone System Software Support
- Carrier Ticket Support
- Fax & SIP Device Support
- RMA Management

### Service Level Agreement

- Emergency Response
  - 1 Hour Response
- Standard Support
  - 24 Business Hours

### Outside Contract Services

\*All services can be performed at a rate of \$110/hour

- Major Moves, Adds, Changes
- New Hardware Installation
- Additional Training Sessions
- Carrier Services Issue Remediation Beyond 24 Hours
- Licenses

\*Please see Phone System Terms & Conditions for term definitions

## LOCATIONS

[kidwellinc.com](http://kidwellinc.com)

**OMAHA OFFICE**  
 10840 Old Mill Rd #100  
 Omaha, NE 68154  
 Tel 402-333-2333

**LINCOLN OFFICE**  
 3333 Folkways Circle  
 Lincoln, NE 68504  
 Tel 402-475-9151

**KEARNEY OFFICE**  
 5609 1st Ave Suite C  
 Kearney, NE 68847  
 Tel 308-233-5111



Serving  
 Nebraska  
 Since 1948



## Phone Support Agreement Terms & Conditions

This Agreement is by and between Kidwell, INC, a Nebraska corporation (“we”, “us”, or “MSP”), and the person or entity signing below as a Customer (“you” or “Customer”) and is made and entered into as of the latest date shown in the signature blocks below (the “Effective Date”).

This Agreement sets forth the terms and conditions upon which the MSP will provide services (the “Services”) to Customer.

### DEFINITIONS

1. The following definitions and rule of interpretation apply in this Agreement. Certain defined terms may be also set forth elsewhere in this Agreement.
  - a. **Agreement:** the MSA, the Appendices hereto, the Services Description, and the Service Level agreement adopted by the Customer;
  - b. **Customer:** the person, firm or company who purchases Services from the Service Provider;
  - c. **Server Monitoring:** software to monitor the Customer’s phone system server;
  - d. **Services:** the Services to be provided by the Service Provider set out in the Services Description and Service Level Agreement, and as otherwise agreed from time to time;
  - e. **Service Provider:** Kidwell, Inc. with headquarters at 3333 Folkways Circle, Lincoln, NE 68504;
  - f. **Onsite Support:** the type of services requiring the Service Provider, its agents, engineers or contractors to be physically present at the Customer’s business location to provide the Services. Onsite Support may be carried out by the Service Provider’s engineer, agent or contractor.
  - g. **Normal Business Hours:** shall be 7:30am – 5:30pm (Central Time) Monday through Friday, excluding legal holidays recognized under the laws of the State of Nebraska or the United States of America.
  - h. **After Hours:** After 5:30pm until 7:30 am (Central Time) Monday through Friday, weekends and legal holidays recognized under the laws of the State of Nebraska or the United States of America.
  - i. **Service Desk Email:** servicedesk@kidwellinc.com
  - j. **Service Desk Contact Numbers:** 402-473-7787 (Lincoln Area Customers) or 402-333-4357 (Omaha Area Customers);
  - k. **Business Day:** Any day other than a Saturday, Sunday, or any other legal holidays recognized under the laws of the State of Nebraska or the United States of America.
  - l. **Service Request (Add, Change, Move) - A request from a user for information, or advice, or for a Standard Change or for Access a phone service.** For example, to reset a password, or to provide standard services for a new user. Service Requests are usually handled by a Service Desk, and do not require a request for change to be submitted.
  - m. **Incident (Break Fix) - An unplanned interruption to phone service or a reduction in the quality of phone service. Failure of a configuration item that has not yet impacted Service is also an Incident.** For example, failure of one disk from a mirror set is an Incident.
  - n. **Service Level Agreement:** the document in which the Customer selects the priority level of service to be provided by Service Provider and the fees structure for such Services and billing frequency.

### SUPPORT SERVICES AGREEMENT

1. **Services.** MSP shall provide Customer with the “Services” as described in this Agreement and as described in any schedules attached hereto (the “Schedules”). All such Services shall be subject to the terms and conditions of this Agreement and any terms or conditions printed on the Schedules. The term “Services”, when used within a Schedule attached hereto, shall refer to the services to be provided under that Schedule only. MSP shall provide Customer with 60 days advance written notice of any changes to the terms and conditions of this agreement. Customer may choose to opt out of such changes with written notification to MSP within 60 days of receiving the initial change notification and terminate the agreement without penalty. Customer agrees to pay any outstanding charges on the agreement up and until the date of termination.
2. **Initial Schedules.** A Schedule may be deemed attached hereto only when both parties have executed and agreed upon the Schedule in writing.
3. **Remote Access.** MSP will attempt to resolve issues over the phone or via remote access. If an issue is unable to be resolved in the manner, MSP will schedule an engineer for an on-site visit. MSP reserves the right to dispatch an engineer for any phone support exceeding 30 minutes or at the sole discretion of MSP should common practice dictate it would be more efficient to address the issue onsite.

### SERVICE FEES AND PAYMENT SCHEDULE

1. **Initial Setup Fee.** MSP will perform the INSTALLATION as detailed herein or in any attached schedules. Customer agrees to pay any installation fees defined herein.
2. **Fees.** All fees are payable in U.S. currency. Unless otherwise noted, all fees are due upon receipt of the statement, and are delinquent thirty (30) days after the date of the statement. Customer shall be responsible to pay all sales, use, excise and similar taxes. If any statement is not paid in full within thirty (30) days of the statement, interest will accrue on the unpaid balance at the rate of twelve percent (12%) per annum until paid.
3. **Yearly Fee.** MSP will provide the services to the CUSTOMER as detailed herein or in any schedules attached to this agreement. The yearly service fee will be invoiced on or about 30 days prior to the renewal year in which services are provided, allowing you time to review your billing.
4. **Credit Card.** Credit cards will not be accepted as payment on this account.
5. **Late Payment.** Late Payment is defined: (a) for ACH payments, payments refused by the issuing bank, and (b) for invoiced payments, payments not received within standard terms following our sending it via e-mail to your billing liaison. There is a late payment penalty of 1% of the amount past due. In addition, all past due amounts, including the late charge, shall bear interest at the lower of two percent per month or the applicable maximum legal rate. If there is any late payment(s) on your account, MSP, at its sole discretion and without waiving other rights it may have, may suspend, interrupt, or disconnect the Services on your account, without notice to you.
6. **Hourly Rate.** The hourly rates are defined for all system engineers and are billable for services outside the scope specifically defined in this agreement or any attached schedule(s) and may be changed with 60-days written notice. The hourly rate is for time worked outside of the standard agreement.
7. **Additional Charges.** There shall be added to the charges due an amount equal to all taxes based upon all services, equipment, hardware, software, freight and other applicable charges. This includes all state and local sales and use taxes based on gross revenue, and any taxes or amount in lieu thereof paid or payable by MSP in respect to the foregoing.
8. **Billing.** MSP will invoice CUSTOMER for all additional approved services, charges, hardware, software, and taxes on demand according to customer terms. All fees for the services provided in this agreement are invoiced in advance and pre-paid.
9. **Terms.** All invoices and payments are due NET30 unless other terms are approved by MSP.
10. **Taxes.** Customer shall be responsible for and shall pay all sales, use, excise, personal property, ad valorem, and other taxes which are imposed against, upon or relating to the Equipment or Services or the use, registration, rental, shipment, transportation, delivery, ownership or operation thereof, and on or relating to the Fees, but shall not include any taxes solely based upon measured by the income of the Company.

### TERM AND TERMINATION

1. **TERM.** The initial term for Services provided is one (1) year from date of deployment starting at the beginning of the calendar month in which services are deployed. This Agreement shall automatically renew for successive one-year terms for the life of the Customer relationship. This Agreement may be terminated at any time by either party upon thirty (30) days written notice to the other party after the initial term.
2. MSP will provide services in a competent manner, comparable to industry standards. If MSP does not provide services in such manner and cannot rectify the problem(s), within sixty (60) days from CUSTOMER written notice in which CUSTOMER identifies the problem(s), CUSTOMER will have the right to terminate the respective Schedule only.
3. MSP, at its sole discretion, may terminate this Agreement if CUSTOMER: (a) becomes the subject of any proceedings under the Bankruptcy Act or other insolvency law, voluntary or involuntary, if such proceeding is not dismissed within ninety (90) days; (b) suffers a receiver to be appointed for its affairs or property; or (c) enters into an assignment, or other an arrangement, for the benefit of its creditors, or suffers an attachment against or a seizure of a substantial part of its assets, equipment or its parts and inventories. However, CUSTOMER’s responsibility for past due amounts shall survive each bankruptcy proceeding provided the acknowledgment of such liability by CUSTOMER will not affect the discharge of CUSTOMER regarding other general creditors.
4. In the case of default by either party under this Agreement, the defaulting party will reimburse the non-defaulting party for all costs and expenses arising from the default, including reasonable attorney fees if the non-defaulting party engages in legal counsel to preserve or enforce such rights under this Agreement, including the collection of any payments due.
5. Termination of this Agreement will not adversely affect any right existing as of the effective date of termination. The rights and remedies provided under this Agreement are cumulative and in addition to any other rights or remedies available at law and in equity, and any other contract instrument or paper.

Proposal Number: KIDQ13010



- 6. At termination, all payments due prior to such termination will be deemed to have been earned, and Service Provider shall have no obligation for any refund. Customer shall immediately return all property owned and/or provided by Service Provider related to the MSA.

**EQUIPMENT AND FACILITIES.**

- 1. **Loaned Equipment.** CUSTOMER agrees that certain items shall remain the property of MSP, and must be returned if requested. CUSTOMER further agrees to cease the use of any technology that remains the property of MSP upon termination of this agreement. If any equipment at the Customer site owned by MSP is stolen, damaged or destroyed, CUSTOMER must pay the equivalent of the current retail replacement value of the device within 15 days of said event.
- 2. **Crash Equipment.** CUSTOMER agrees to the terms of the Crash Agreement addendum attached to this agreement.
- 3. **Facilities.** For services provided on the Customer's premises, Customer shall provide a safe work site for performance of the services, and shall provide such assistance as may be reasonably necessary for the efficient performance by Kidwell employees.

**INSURANCE COVERAGE**

MSP shall maintain at its sole expense commercial general liability insurance for personal injury and property damage for a general aggregate of \$1,000,000; worker's compensation insurance as required by law; and hired and non-owned automobile liability insurance for the combined single limit of \$1,000,000. At CUSTOMER's request, MSP further agrees to furnish CUSTOMER with certificates, including renewal certificates, evidencing such coverage within thirty (30) days of commencing performance under this Agreement, at every renewal and at other times as may be reasonably requested by CUSTOMER.

**INDEMNITY.**

Customer and Company hereby agree to indemnify, defend and hold each other harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys' fees, to the extent arising from the acts or omissions of the indemnitor.

**NOTICES**

All notices herein provided for or which may be given in connection with this Agreement shall be sent via regular mail, postage prepaid, or by facsimile. If any such notice shall be given by CUSTOMER to MSP, it shall be addressed to:

Kidwell, INC  
 3333 Folkways Circle  
 Lincoln, NE 68504

**Disclaimer of Warranties.** Kidwell warrants that the services provided will be performed in accordance with the Customer's approved work plan, and in a workmanlike manner determined to be most appropriate under the circumstances. This warranty is the sole warranty, and it is in lieu of all other warranties, either express or implied.

**Limitation of Liability.** In no event shall either party be liable for any indirect, incidental, special, punitive, or consequential damages whatsoever arising out of or in connection with this Agreement, including, but not limited to, loss of profits, revenue, data or use, incurred or suffered by the other party or any third party even if the other party or any other party has been advised of the possibility of damages. Customer's exclusive remedy for any breach of warranty or error in services rendered by the Company shall be limited to correction of the error in workmanship through its time and efforts at no additional charge to Customer. Except for personal injury caused by Company's negligence or willful misconduct, the entire liability of Company for any damage or expense from any cause whatsoever shall in no event exceed the total Fees paid by Customer to Company under this Agreement during the twelve (12) month period immediately preceding such event. No action or proceeding against Company, its affiliates or subsidiaries, or its suppliers may be commenced more than twelve (12) months after the claim arises.

**INTELLECTUAL PROPERTY**

All Intellectual Property Rights and all other rights in the Services shall be owned by the Service Provider. For the Term, the Service Provider hereby licenses all such rights to the Customer in consideration of the Yearly Fees and on a non-exclusive basis to such extent as is necessary.

**CONFIDENTIALITY AND SOLICITATION OF EMPLOYEES**

**Confidentiality.** Each party covenants and agrees to hold and keep the other party's confidential information in confidence and it will not disclose such confidential information to anyone without the other's prior written consent. The party receiving such confidential information will not use, or permit others to use, such confidential information for any purpose other than in accordance with this Agreement, and shall not make any unauthorized copy of any confidential information and will use its best efforts to avoid disclosure, dissemination or unauthorized use of the other's confidential information.

**Employees.** Customer shall not hire, engage or employ any employee of Kidwell involved with this current project, during the period ending twelve (12) months after the earlier of (i) the last date that Kidwell renders any services to Customer; or (ii) termination of the employee's employment with Kidwell. Kidwell shall be entitled to specific performance of this provision.

**CUSTOMER RESPONSIBILITIES**

- 1. CUSTOMER must provide MSP with all appropriate usernames and passwords required to access network resources (i.e. Administrator usernames and passwords, router telnet passwords) and maintain all necessary media, license keys, and vendor contact numbers and provide access to that information when needed.
- 2. Customer shall be responsible for evaluating its own Network and security procedures and for self-assessment unless Service Provider has agreed to provide the
- 3. same as part of the Services.
- 4. Customer shall carry out and maintain restorable backup copies of all relevant software license by Customer and make the same available to Service Provider upon reasonable request related to providing the Services.
- 5. Customer has designated one or more Primary Authorized Contact Person(s) above and may designate one or more Authorized Contact Person(s) with respect to individual Schedules attached hereto. The Authorized Contact Person(s) shall be the points of contact for and shall have authority to provide all work direction to Company and other actions necessarily related thereto.

**Governing Law.** This Agreement shall be governed by and construed in accordance with substantive laws of the State of Nebraska.

**Force Majeure.** The performance by either party of any of the undertakings set forth in this Agreement shall not be deemed untimely to the extent any late performance or nonperformance is due to acts of God, acts of war, civil disturbance, acts of government, including, but not limited to, government or court orders or any other act or event beyond the control of the affected party.

**Entire Agreement.** This Agreement sets forth the entire agreement between the parties concerning the subject hereof, and supersedes all prior and contemporaneous written or oral negotiations and agreements between them concerning the subject matter hereof.

By signing below, you acknowledge and agree that, prior to signing, you read the entire Agreement, consulted with legal counsel of your choice (or had the opportunity to consult with legal counsel of your choice but declined to do so), you are authorized to enter such agreement, and you are willfully bound by all the terms and conditions set forth in this Agreement. Further, by our signature below, we likewise agree to be legally bound by the Agreement and by all the terms and conditions set forth in it.

Customer

MSP

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Appendix A – Service Information

### Incident Response Times

Affected Service	Response Time	Resolution Action Plan
Service not available (all users and functions unavailable)	4-Hours	4-Hours
Significant loss of service (large number of users or business critical functions affected, business process can continue)	4-Hours	4-Hours
Limited loss of service (limited number of users or functions affected, business process can continue)	48-Hours	48-Hours
Small service loss or service request	48-Hours	48-Hours

\*\*Hours are measured in real-time.

### Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	Basic technical troubleshooting of endpoint devices. (PCs, Phone, Headset) These are issues that can be resolved with basic troubleshooting skills ( i.e. Rebooting the computer or phone, general operating system knowledge, password resets or general application knowledge) These issues should be resolved by the Service Desk. The majority of Tier 1 issues should be able to be resolved in less than 15 minutes.
Tier 2 Support	Moderate level issues that require specific knowledge of the client, hardware or application. These issues will take longer to resolve than Tier 1 issues. These are issues that have been escalated from the Service Desk and should be resolved by Field Services. These issues with coincide more with infrastructure such as, switches, routers, servers, configuration and may require onsite presents for troubleshooting.
Tier 3 Support	These are more complex issues that affect the Phone System. These issues are larger wide spread issues that affect the business at an enterprise wide level and can include issues with ISP, entire network issues, network wide application support.



## Service Request Escalation Procedure

1. Support Request is received via Service Desk Email or Contact Numbers
2. Service Ticket is created
3. Issue is identified and documented in service management system
4. Issue is qualified to determine if it can be resolved through Tier 1 Support

If the issue can be resolved through Tier 1 Support:

1. Level 1 resolution – issue is worked to successful resolution
2. Quality Control – Issue is verified to be resolved to Customers satisfaction
3. Service Ticket is closed after complete problem resolution details have been updated in PSA System

If the issue cannot be resolved through Tier 1 Support:

4. Issue is escalated to Tier 2 Support
5. Issue is qualified to determine if it can be resolved by Tier 2 Support

If issue can be resolved through Tier 2 Support:

1. Level 2 Resolution – issue is worked to successful resolution
2. Quality Control – Issue is verified to be resolved to Customer's satisfaction
3. Service Ticket is closed, after complete problem resolution details have been updated in PSA system

If issue cannot be resolved through Tier 2 Support:

1. Issue is escalated to Tier 3 Support
2. Issue is qualified to determine if it can be resolved through Tier 3 Support

If issue can be resolved through Tier 3 Support:

1. Level 3 Resolution – issue is worked to successful resolution
2. Quality Control – Issue is verified to be resolved to Customer's satisfaction
3. Service Ticket is closed, after complete problem resolution details have been updated in PSA system

If issue cannot be resolved through Tier 3 Support:

1. Issue is escalated to Onsite Support
2. Issue is qualified to determine if it can be resolved through Onsite support

If issue can be resolved through Onsite support:

1. Onsite Resolution – issue is worked to successfully resolution
2. Quality Control – Issue is verified to be resolved to Customer's satisfaction
3. Service Ticket is closed, after complete problem resolution details have been updated in PSA system

If issue cannot be resolved through Onsite support:

1. Phone Manager Decision Point – request is updated with complete details of all activity performed



## Appendix B – Services & Rates

### The Services

Service Type	Services Description	Fully Managed
<b>Major Phone System Move</b>	A major system move is defined as the physical location change of equipment from one address to.	Not Included
<b>Minor Endpoint Move</b>	A minor endpoint move is defined as the physical location change of equipment not moving addresses or equaling more than 25% of the total hardware of the phone system.	Included
<b>Major System Add</b>	A major system addition is defined as an additional software configuration or feature change within the phone system.	Not Included
<b>User System Add</b>	A user system addition is defined as the configuration of new user accounts on the phone system.	Included
<b>Major System Change</b>	A major system change is defined as the configuration change or re-programing of 30% or more of the phone system and its settings.	Not Included
<b>Minor System Change</b>	A minor system change is defined as the configuration change of the following services: hunt groups, schedules, auto attendants, or user accounts not totaling more than 30% of the phone system being changed.	Included
<b>Phone System Server Monitoring</b>	Kidwell provides remote monitoring of the phone system server or remote management device to verify uptime connectivity. **Kidwell provided/installed equipment only**	Included
<b>Phone System Server Security Software</b>	Kidwell provides an anti-malware license for the phone system server in order to maintain security on the device. Kidwell does not provide security software for any other devices associated with the phone system outside of the server.	Included
<b>New Hardware Installation</b>	New hardware installation is any additional piece of equipment that is purchased for the phone system not already included on current support.	Not Included
<b>Yearly Software Upgrade</b>	A yearly software upgrade is provided to deliver features and software updates.	Included
<b>Yearly Health Check</b>	A yearly health check is performed to assess usage, hardware, software, and licensing as well as provide possible recommendations.	Included
<b>Phone System Software Support</b>	Support related to the software of the phone system and its general operations including bug fix support, break-fix support, and system administration.	Included
<b>Carrier Ticket Support</b>	Assistance in creating and maintaining a support ticket with a carrier during a degraded service incident.	Included
<b>Carrier Changes</b>	Assistance in changing the providing carrier of phone services for the phone system.	Not Included
<b>Fax Server Support</b>	Support of the fax software and systems if originally purchased and installed by Kidwell.	Included
<b>Additional Device Support</b>	Support of additional devices such as paging, handheld phones, or speakers if originally purchased and installed by Kidwell.	Included
<b>RMA Support</b>	Support related to creating RMA tickets and replacing under contract hardware through the manufacturer.	Included
<b>Dedicated Client Manager</b>	Assigned Client Manager to serve as a single point of contact for all questions related to billing, support, or proposals.	Included



**Part 2**

**Service Rates & Covered Equipment**

**Service Rates (effective as of the date of the Master Services Agreement)**

<b>Labor</b>	<b>Labor Type</b>	<b>Rate</b>
Kidwell Outside Contract Support	Service	\$110/hour
Kidwell Project Labor	Project	\$120/hour



### Appendix C - CRASH EQUIPMENT ADDENDUM

Kidwell does not guarantee that crash equipment will be available in all situations.  
Kidwell will waive the initial usage as part of the agreement, but any usage after the initial period will convert to the posted daily rate.  
After the maximum rental period, the equipment is purchased by the customer and daily rate billing will cease.  
For all Mitel Blue customers, replacement equipment will be used prior to crash equipment.

#### FEE STRUCTURE

EQUIPMENT	WAIVED USAGE PERIOD	DAILY RATE AFTER INITIAL PERIOD	MAXIMUM RENTAL
Dell Server with VMware	5 Days	\$50/per day	180 Days
Mitel Switch	5 Days	\$25/per day	180 Days
PoE Switch	5 Days	\$25/per day	180 Days
PoE Injector	5 Days	\$5/per day	90 Days
Desk Phone	5 Days	\$10/per day	90 Days
Wireless Access Point	5 Days	\$10/per day	90 Days
Phone Switch	5 Days	\$25/per day	180 Days
IP Phone	10 Days	\$10/per day	90 Days
Phone System Hardware	5 Days	\$25/per day	180 Days



**Contract Terms & Conditions**

**Fees.** All fees are payable in U.S. currency. Unless otherwise noted, all fees are due upon receipt of the statement, and are delinquent thirty (30) days after the date of the statement. Customer shall be responsible to pay all sales, use, excise and similar taxes. If any statement is not paid in full within thirty (30) days of the statement, interest will accrue on the unpaid balance at the rate of twelve percent (12%) per annum until paid.

**Facilities.** For services provided on the Customer’s premises, Customer shall provide a safe work site for performance of the services, and shall provide such assistance as may be reasonably necessary for the efficient performance by Kidwell employees.

**Disclaimer of Warranties.** Kidwell warrants that the services provided will be performed in accordance with the Customer’s approved work plan, and in a workmanlike manner determined to be most appropriate under the circumstances. This warranty is the sole warranty, and it is in lieu of all other warranties, either express or implied.

**Employees.** Customer shall not hire, engage or employ any employee of Kidwell involved with this current project, during the period ending twelve (12) months after the earlier of (i) the last date that Kidwell renders any services to Customer; or (ii) termination of the employee's employment with Kidwell. Kidwell shall be entitled to specific performance of this provision.

**Confidentiality.** Each party covenants and agrees to hold and keep the other party’s confidential information in confidence and it will not disclose such confidential information to anyone without the other’s prior written consent. The party receiving such confidential information will not use, or permit others to use, such confidential information for any purpose other than in accordance with this Agreement, and shall not make any unauthorized copy of any confidential information and will use its best efforts to avoid disclosure, dissemination or unauthorized use of the other’s confidential information.

**Remedies.** The parties shall have the following remedies:

**Correction.** Customer’s exclusive remedy for any breach of warranty or error in services rendered by Kidwell shall be limited to correction of the error in workmanship through its time and efforts at no additional charge to Customer. If the error results from incorrect or incomplete data or information provided to Kidwell, Customer shall be liable to Kidwell for the cost to correct the error at its customary time and material charges.

**Performance.** If Customer defaults in payment or otherwise, Kidwell at its sole and exclusive option, shall have the right to suspend performance of the services until such default is cured, and such suspension shall be without liability or obligation to Customer or any third party, and without prejudice to the rights and remedies of Kidwell pursuant to this Agreement.

**Limitation of Liability.** In no event shall either party be liable for any indirect, incidental, special, punitive, or consequential damages whatsoever arising out of or in connection with this Agreement, including, but not limited to, loss of profits, revenue, data or use, incurred or suffered by the other party or any third party even if the other party or any other party has been advised of the possibility of damages. Customer’s exclusive remedy for any breach of warranty or error in services rendered by the Company shall be limited to correction of the error in workmanship through its time and efforts at no additional charge to Customer. Except for personal injury caused by Company’s negligence or willful misconduct, the entire liability of Company for any damage or expense from any cause whatsoever shall in no event exceed the total Fees paid by Customer to Company under this Agreement during the twelve (12) month period immediately preceding such event. No action or proceeding against Company, its affiliates or subsidiaries, or its suppliers may be commenced more than twelve (12) months after the claim arises.

**Independent Contractor.** Kidwell and Customer have the relationship of independent contractors and neither is the agent, partner, joint venturer, or employee of or with the other and no fiduciary relationship between the parties exists. Neither party shall have the right to bind or obligate the other in any manner, nor shall it represent that it has any such right to do so.

**Governing Law.** This Agreement shall be governed by and construed in accordance with substantive laws of the State of Nebraska.

**Force Majeure.** The performance by either party of any of the undertakings set forth in this Agreement shall not be deemed untimely to the extent any late performance or nonperformance is due to acts of God, acts of war, civil disturbance, acts of government, including, but not limited to, government or court orders or any other act or event beyond the control of the affected party.

**Entire Agreement.** This Agreement sets forth the entire agreement between the parties concerning the subject hereof, and supersedes all prior and contemporaneous written or oral negotiations and agreements between them concerning the subject matter hereof.

Company Name: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

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

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

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

KIDQ13010

**End User Line Item Pricing Report**

**Currency** USD  
**Partner** KIDWELL INC (0000379555)  
**ID** rDLn4oeQusYL257Wxm8Seg-01  
**Report Created** 26-May-2020 01:12:53 CEST  
**Quote Created** 26-May-2020 01:12:43 CEST

**Public Sector Competitive Discount is a one time discount based on the entire configuration and is subject to change if the configuration is modified.**

This quote is based on the **Mitel Sourcewell (formerly NJPA) contract #022719-MBS** and Purchase Orders resulting from this quote may be written to an authorized Mitel Sourcewell (formerly NJPA) Selling Agent or Mitel Business Systems, Inc. directly per the ordering instructions below.

Membership and contract information is available at [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov)

This quote is good for 90 days from date on file and must renewed thereafter.

**End Customer Information**

**Company** City of Columbus  
**Address** 2424 14th St, Columbus, Nebraska, United States of America  
**Postal/Zip Code** 68601

**MXell**

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Applications							
54005968	MiVBus Enterprise SW for 3300 (no users)	1	1,495.00	1,495.00	40.00	897.00	897.00
Licences - Licences System							
54004491	SIP TRUNKING CHANNEL PROXY	12	50.00	600.00	40.00	30.00	360.00
54005339	MiVoice Border Gateway Virtual	1	250.00	250.00	40.00	150.00	150.00
54005442	MiCollab Virtual Appliance	1	995.00	995.00	40.00	597.00	597.00
Licences							
54000297	MCD Mailbox license	1	51.00	51.00	40.00	30.60	30.60
54002390	MiVoice Business License - SIP Trunk x1	8	100.00	800.00	40.00	60.00	480.00
54004762	MiCb NPUM Mailbox Calldir x1	5	40.00	200.00	40.00	24.00	120.00
54004975	MiVoice Bus License - Enterprise User	19	175.00	3,325.00	40.00	105.00	1,995.00
54005380	MiCClient License - Peering Adv Server	1	0.00	0.00	0.00	0.00	0.00
54005381	MiCClient License - Federation Adv Server	1	0.00	0.00	0.00	0.00	0.00
54005400	MiVoice Business SIP Trunks x10	1	900.00	900.00	40.00	540.00	540.00
54005610	MiCollab NPUM MiVBus Mailbox Licensesx10	2	350.00	700.00	40.00	210.00	420.00
54006542	UCCv4.0 STND User for MiVoice Bus x1	10	325.00	3,250.00	40.00	195.00	1,950.00
54006543	UCCv4.0 STND User for MiVoice Bus x50	3	13,800.00	41,400.00	40.00	8,280.00	24,840.00
Software Assurance							
54007853	SWA Prem 5y MiVBus System	1	693.00	693.00	40.00	415.80	415.80
54007854	SWA Prem 5y MiVBus User	19	61.00	1,159.00	40.00	36.60	695.40
54007963	SWA Prem 5y MiV BG SIP Connect	12	34.00	408.00	40.00	20.40	244.80
54007965	SWA Prem 5y MiV BG System	1	140.00	140.00	40.00	84.00	84.00
54008226	SWA Prem 5y MiCollab System	1	553.00	553.00	40.00	331.80	331.80
54008229	SWA Prem 5y MiCollab UM Mailbx	25	19.00	475.00	40.00	11.40	285.00
54008346	SWA Prem 5y UCC Std MiVB	160	125.00	20,000.00	40.00	75.00	12,000.00
System - Boards							
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	40.00	300.00	300.00
50006271	PWR CRD C13 10A 125V - NA Plug	2	17.50	35.00	40.00	10.50	21.00
50006431	MXe III Raid Sub-System	1	1,725.00	1,725.00	40.00	1,035.00	1,035.00
52002581	3300 MXe III Expansion Kit	1	2,300.00	2,300.00	40.00	1,380.00	1,380.00
System							
50006731	3300 MXe III w/ 1GB RAM Controller [MD'D (Price w Stock)]	1	5,000.00	5,000.00	40.00	3,000.00	3,000.00
50006965	3300 MXell SATA SSD 2pk (Cntr-Server)	1	530.00	530.00	0.00	530.00	530.00
Terminals - IP Phones							
50006769	6930 IP Phone	160	410.00	65,600.00	40.00	246.00	39,360.00
50008271	6970 IP Conference Phone	4	825.00	3,300.00	40.00	495.00	1,980.00

Total	156,384.00	39.86	94,042.40
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<b>Grand Total</b>			
Grand Total	156,384.00	39.86	94,042.40
pscd_promo Public Sector Competitive Discount			-16,786.38
Grand Total with PSCD			<b>\$77,256.02</b>

S - Part has a suggested retail price

**Public Sector Competitive Discount is a one time discount based on the entire configuration and is subject to change if the configuration is modified.**

This quote is based on the **Mitel Sourcewell (formerly NJPA) contract #022719-MBS** and Purchase Orders resulting from this quote may be written to an authorized Mitel Sourcewell (formerly NJPA) Selling Agent or Mitel Business Systems, Inc. directly per the ordering instructions below.

Membership and contract information is available at [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov)

This quote is good for 90 days from date on file and must renewed thereafter.

Purchase Order or Mitel Govt Credit Card Order Form can be faxed to **703-904-0568** or emailed to [USGovernmentSales@mitel.com](mailto:USGovernmentSales@mitel.com)

The PO should be made out to:  
**Mitel Business Systems, Inc.**  
**1146 North Alma School Rd.**  
**Mesa, AZ 85201**

★ PLEASE NOTE OUR SEPARATE REMIT TO ADDRESS ★:

**Mitel Business Systems, Inc.**  
**PO Box 52688**  
**Phoenix, AZ 85072-2688**

★ PLEASE DO NOT SEND PAYMENT TO THE MESA ADDRESS ★

Please note the following order requirements:

- \* Prime Sourcewell (formerly NJPA) **Contract number#022719-MBS** must be referenced on the PO
- \* The Sourcewell (formerly NJPA) End-User must be noted on PO
- \* A copy of the End-user's PO or signed Sales Agreement noting the Sourcewell contract\*\* (**see note below**)
- \* If the PO is itemized, the Quantity and Pricing of products on PO must match the Quote
- \* A copy of the Mitel quote must accompany the order
- \* Shipping and billing instructions
- \* Requested delivery dates

**\*\* A copy of the End-User's PO or the signed Sales Agreement referencing the Sourcewell contract must be submitted at the time the order is placed...The total of the Sourcewell equipment portion must be broken out separately from the services portion and must match the Mitel Sourcewell quote provided to the Partner to ensure Sourcewell pricing has been passed along to the end-customer...Orders will not be processed if the Govt Order Desk cannot see the Sourcewell quote portion has been clearly broken out on the End-customer's PO or the signed Sales Agreement**

**End User Line Item Pricing Report**

Currency USD  
 Partner KIDWELL INC (0000379555)  
 ID UNkHKDGTldNaFtEXCJSVgg-01  
 Report Created 26-May-2020 01:07:26 CEST  
 Quote Created 26-May-2020 01:06:01 CEST

**Public Sector Competitive Discount is a one time discount based on the entire configuration and is subject to change if the configuration is modified.**

This quote is based on the **Mitel Sourcewell (formerly NJPA) contract #022719-MBS** and Purchase Orders resulting from this quote may be written to an authorized Mitel Sourcewell (formerly NJPA) Selling Agent or Mitel Business Systems, Inc. directly per the ordering instructions below.

Membership and contract information is available at [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov)

This quote is good for 90 days from date on file and must renewed thereafter.

**End Customer Information**

Company City of Columbus  
 Address 2424 14th St, Columbus, Nebraska, United States of America  
 Postal/Zip Code 68601

**MXell**

Part No.	Description	Qty	List	Ext List	% Cust Disc	Cust Price	Ext Price
Applications							
54005968	MiVBus Enterprise SW for 3300 (no users)	1	1,495.00	1,495.00	40.00	897.00	897.00
Licences - Licences System							
54004491	SIP TRUNKING CHANNEL PROXY	12	50.00	600.00	40.00	30.00	360.00
54005339	MiVoice Border Gateway Virtual	1	250.00	250.00	40.00	150.00	150.00
54005442	MiCollab Virtual Appliance	1	995.00	995.00	40.00	597.00	597.00
Licences							
54000297	MCD Mailbox license	1	51.00	51.00	40.00	30.60	30.60
54002390	MiVoice Business License - SIP Trunk x1	8	100.00	800.00	40.00	60.00	480.00
54004762	MiCb NPUM Mailbox Calldir x1	5	40.00	200.00	40.00	24.00	120.00
54004975	MiVoice Bus License - Enterprise User	19	175.00	3,325.00	40.00	105.00	1,995.00
54005380	MiCClient Licnse - Peering Adv Server	1	0.00	0.00	0.00	0.00	0.00
54005381	MiCClient Licnse - Federation Adv Server	1	0.00	0.00	0.00	0.00	0.00
54005400	MiVoice Business SIP Trunks x10	1	900.00	900.00	40.00	540.00	540.00
54005610	MiCollab NPUM MiVBus Mailbox Licensesx10	2	350.00	700.00	40.00	210.00	420.00
54006542	UCCv4.0 STND User for MiVoice Bus x1	10	325.00	3,250.00	40.00	195.00	1,950.00
54006543	UCCv4.0 STND User for MiVoice Bus x50	3	13,800.00	41,400.00	40.00	8,280.00	24,840.00
Software Assurance							
54007815	SWA Prem 1y MiVBus System	1	163.00	163.00	40.00	97.80	97.80
54007816	SWA Prem 1y MiVBus User	19	14.50	275.50	40.00	8.70	165.30
54007947	SWA Prem 1y MiV BG SIP Connect	12	8.00	96.00	40.00	4.80	57.60
54007949	SWA Prem 1y MiV BG System	1	33.00	33.00	40.00	19.80	19.80
54008178	SWA Prem 1y MiCollab System	1	130.00	130.00	40.00	78.00	78.00
54008181	SWA Prem 1y MiCollab UM Mailbx	25	4.50	112.50	40.00	2.70	67.50
54008322	SWA Prem 1y UCC Std MiVB	160	29.50	4,720.00	40.00	17.70	2,832.00
System - Boards							
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	40.00	300.00	300.00
50006271	PWR CRD C13 10A 125V - NA Plug	2	17.50	35.00	40.00	10.50	21.00
50006431	MXe III Raid Sub-System	1	1,725.00	1,725.00	40.00	1,035.00	1,035.00
52002581	3300 MXe III Expansion Kit	1	2,300.00	2,300.00	40.00	1,380.00	1,380.00
System							
50006731	3300 MXe III w/ 1GB RAM Controller [MD'D (Price w Stock)]	1	5,000.00	5,000.00	40.00	3,000.00	3,000.00
50006965	3300 MXell SATA SSD 2pk (Cntr-Server)	1	530.00	530.00	0.00	530.00	530.00
Terminals - IP Phones							
50006769	6930 IP Phone	160	410.00	65,600.00	40.00	246.00	39,360.00
50008271	6970 IP Conference Phone	4	825.00	3,300.00	40.00	495.00	1,980.00

Total	138,486.00	39.85	83,303.60
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Grand Total			
Grand Total	138,486.00	39.85	83,303.60
pscd_promo Public Sector Competitive Discount			-16,786.38
Grand Total with PSCD			<b>\$66,517.22</b>

S - Part has a suggested retail price

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**Mitel Business Systems, Inc.  
PO Box 52688  
Phoenix, AZ 85072-2688**

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- \* If the PO is itemized, the Quantity and Pricing of products on PO must match the Quote
- \* A copy of the Mitel quote must accompany the order
- \* Shipping and billing instructions
- \* Requested delivery dates

**\*\* A copy of the End-User's PO or the signed Sales Agreement referencing the Sourcewell contract must be submitted at the time the order is placed...The total of the Sourcewell equipment portion must be broken out separately from the services portion and must match the Mitel Sourcewell quote provided to the Partner to ensure Sourcewell pricing has been passed along to the end-customer...Orders will not be processed if the Govt Order Desk cannot see the Sourcewell quote portion has been clearly broken out on the End-customer's PO or the signed Sales Agreement**

D. Comments from mayor and city council members.

**13. RESOLUTIONS**

A. Resolution No. R20-54 regarding risk of exposure to COVID-19 through the use of municipal property for sports or other recreational activities.

**RESOLUTION NO. R20-54**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, REGARDING RISK OF EXPOSURE TO COVID-19 THROUGH THE USE OF MUNICIPAL PROPERTY FOR SPORTS OR OTHER RECREATIONAL ACTIVITIES; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person contact; and

WHEREAS, on March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect; and

WHEREAS, directed health measures are in effect for every County in the State of Nebraska through May 31, 2020, and are likely to be extended by the Governor in some form for most or all Counties after May 31, 2020; and

WHEREAS, on May 21, 2020, the Governor announced that the directed health measure prohibiting all organized team sports, youth and adult, would be relaxed by the State of Nebraska beginning June 1, 2020, in order to permit the planned reopening of certain adult and/or youth team sports; and

WHEREAS, a copy of the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* is attached to this Resolution and incorporated herein as part of these Recitals; and

WHEREAS, it is anticipated that future guidance from the State of Nebraska will permit additional team sports and other recreational activities;

WHEREAS, players, coaches, officials, volunteers, and others who participate in such games, practices, or other recreational activities and related activities, and spectators who attend such activities risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering the municipal property, facilities and/or grounds on which such activities take place, by watching such activities, and by participating or authorizing the participation of a minor, in such games, practices, or other recreational activities and related activities; and

WHEREAS, it is the intent of the City of Columbus to permit the resumption of adult and/or youth team sports and other recreational activities on municipal property and/or facilities, in accordance with the directed health measures and other laws and guidance issued by the State of Nebraska, including, but not limited to, the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* and such further laws and guidance that may be issued in the future, provided that every individual, organization, or group sponsoring such activities, and all participants and spectators, fully assume the health risks associated with these activities, including the inherent risk now present in any such

activities as a result of the presence of COVID-19 in the State of Nebraska, and provided that participants in such activities sign an agreement that releases the City of Columbus, its elected and appointed officials and employees, and all other participants in adult and/or youth team sports or other recreational activities from liability associated with exposure to COVID-19 in the course of such activities.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA that any individual, organization or group sponsoring adult and/or youth team sports or other recreational activities that wishes to use the playing or practice fields, courts, grounds, and/or other facilities of the City of Columbus for adult and/or youth team sports or other recreational activities games, practice, or related activities will be required to enter into the *COVID-19: Addendum to Agreement for Use of Municipal Property for Sports or Other Recreational Activities*, a copy of which is attached hereto, incorporated herein, and adopted by this reference. These License Agreements will be maintained by the Municipal Clerk and shall constitute an addendum to any other contract, license agreement, lease, or agreement allowing the use of the grounds of the City of Columbus by the same individual, organization, or group.

BE IT FURTHER RESOLVED that, in order to enter the playing or practice fields courts, grounds, and/or other facilities of the City of Columbus to participate in games, practices, or other recreational and related activities, all players, coaches, officials, volunteers, and other participants must sign the agreement titled *COVID-19: Participants Agreement for Sports or Other Recreational Activities* in substantially the same form as the document that is attached hereto, incorporated herein, and adopted by this reference. Each team wishing to participate on the municipal property, facilities, and/or grounds of the City of Columbus must provide copies of signed Agreements for all participants affiliated with the team, together with a roster containing a complete list of the names of all players, coaches, officials, and others affiliated with the team. Copies of these documents must be provided to and shall be maintained by the Municipal Clerk.

BE IT FURTHER RESOLVED that, for the avoidance of doubt as to the risk assumed by participants and spectators, in order to encourage compliance with directed health measures and guidelines, and in order to promote public safety, the applicable provisions of the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, shall be posted on all practice and playing fields, courts, grounds, and/or other facilities where adult and/or youth practices and/or games or other recreational activities occur. If the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, are subsequently modified or updated, the applicable provisions of the modified or updated guidelines shall be posted in the same manner.

BE IT FURTHER RESOLVED that all participants and spectators shall comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by the City of Columbus relating to COVID-19 or other safety or hygiene precautions while present on municipal property, and/or facilities, understanding that the City of Columbus may elect to deny entrance to its playing or practice fields, courts, grounds, and/or other facilities to any non-complying players, coaches, officials, volunteers, participants, or spectators, or any non-complying players, coaches, officials, volunteers, participants, or spectators may be required to leave the premises at any time.

BE IT FURTHER RESOLVED that officials and employees of the City of Columbus are authorized to execute the directives set forth in this Resolution.

BE IT FURTHER RESOLVED that upon City Staff receiving a proper and duly executed copy of said approved *COVID-19: Addendum to Agreement for Use of Municipal Property for Sports or Other Recreational Activities* from the individual, organization, or group who has/have previously been granted a license to use City fields/facilities, the Mayor is authorized, directed, and empowered to execute said Addendum on behalf of the City of Columbus, Nebraska.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

The City of **Columbus**

**MEMORANDUM**

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**DATE:** May 28, 2020  
**TO:** Mayor and City Council  
**FROM:** Douglas A. Moore, Public Property Director  
**SUBJECT:** Approve resolution regarding risk to exposure of COVID-19 at city recreational facilities


**RECOMMENDATION:** Staff recommends that the City Council approves the resolution regarding exposure to COVID-19 through the use of municipal property for sports and other recreational activities.


**DISCUSSION:** City staff has been working with the League of Municipalities and city legal staff to come up with guidelines and rules following directives from Governor Ricketts office.

**FISCAL IMPACT:** Increased maintenance due to COVID-19

**ALTERNATIVE:** None

**SIGNATURE:**

Approved By:   
Douglas Moore, Public Property Director

Approved By:   
Tara Vasicek, City Administrator

## June 1<sup>st</sup> Statewide Sports Reopening Guidelines

The below guidelines lay out the planned reopening of certain sports. The State of Nebraska will utilize the April 2008 American Academy of Pediatrics Classification of Sports According to Contact as a guideline for opening sports of differing contact levels. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure (DHM), however, participants must practice social/physical distancing.

### Classification of Team Sports According to Contact Level

Contact	Limited-Contact	Non-Contact
Basketball	Baseball	Badminton
Boxing	Football, flag or touch	Bowling
Cheerleading	Softball	Crew/Rowing
Football, tackle	Volleyball	Curling
Gymnastics		Dance
Hockey		Rodeo* and horseback riding
Lacrosse		Swimming
Martial arts		Track and field events
Rugby		
Soccer		
Wrestling		

\* Exception for rodeo as there is limited or no contact with other people, primary contact is with animals.

### Month of May

- No Organized Team Sports games for youth and adults.
- No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
- Businesses and organizations that provide sports training AND that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas. No team organized training is allowed.

### June 1

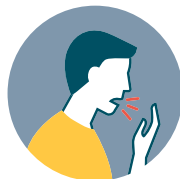
- Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.

- Team Organized practices for Noncontact and Limited-Contact Sports may begin unless circumstances dictate a change in date.
- Rodeo events may also begin.
- Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
- Dugout and bench use will not be allowed. Players and their items when not on the field/court should be lined up against the fence/wall at least six (6) feet apart.
- Parents must remain in their cars or drop off and pick players up afterwards.
- Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
  - When protective equipment is needed to be shared, it should be disinfected between players use. Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each practice.
- Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate.
- Players must bring their own water/beverage to consume during and after practice. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice. No shared/communal snacks.
  - The use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.
- Team organized practices for contact sports remain suspended.

## June 18

- Team Organized games for Noncontact and Limited-Contact sports may begin unless circumstances dictate a change in date.
- Same guidelines apply as above for practices.
- Use of dugouts and benches are permitted during games only.
  - For baseball and softball, the bleachers located between the dugout and home plate should also be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
  - For all other sports, additional benches or bleachers should be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
- Players should use their own equipment including gloves, helmets, and bats as much as possible.
  - When protective equipment is needed to be shared, it should be disinfected between players use.
  - Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each game/match.
- Fan attendance is limited to household members of the players on the team. (*Collegiate, semi-professional, and professional games will follow gathering requirements under the Directed Health Measures and must submit plans prior to reopening if facilities meet these requirements.*) For outdoor sports, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within in six (6) feet of the teams' benches or for baseball and softball within the area from behind home plate to six (6) feet past the far end of each dugout.
  - If game/match is held at a facility that has a capacity of 500 or more individuals, (1,000 or more in counties over 500,000 population) shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.
- Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
- Post-game handshakes or interaction between teams are prohibited.

- When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field or court are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
- The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off of the court/field.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field/court once the team they are there to watch enters the playing area.
- Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
- Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
- Concession stands are allowed to open, if they meet the following:
  - Markings should be placed on the ground to ensure individuals are spaced six (6) feet apart.
  - Clean and disinfect high touch surfaces regularly while players and fans are present.
  - Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
  - Whenever possible, practice social distancing between staff.
  - All employees directly interacting with customers should wear face coverings.
  - All food code regulations must still be followed.
  - Employees should wash hands frequently; provide hand sanitizer for customers.
- Team organized practices and games for other sports may remain suspended.



## **COVID-19: Addendum to Agreement for Use of Municipal Property for Sports or Other Recreational Activities**

This Addendum to Agreement (“Addendum”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between \_\_\_\_\_ (“Licensee”) and The City of Columbus, Nebraska, a municipal Corporation (“Licensor”).

### **RECITALS**

- A. The parties previously executed an Agreement effective as of \_\_\_\_\_, (the “Agreement”) relating to certain municipal real property and/or facilities as described in the Agreement (the “Premises”). A full copy of this Agreement can be found attached to Licensor’s Resolution Number R20-\_\_\_\_\_.
- B. Licensee has utilized the Premises for organizing and operating adult and/or youth team sports on municipal playing field(s), court(s), or other grounds suitable for sports and other recreational activities, and/or the associated structures and improvements included therewith.
- C. Licensor recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation.
- D. Licensee desires to continue to utilize the Premises for adult and/or youth team sports or other recreational activities and is willing to enter into this Addendum in order to ensure that the operation of the real property during all practices and games follows the current applicable rules for safe operation.
- E. Licensee acknowledges and agrees that the use of the Premises for adult and/or youth team sports or other recreational activities and related activities, and the participation in those activities thereon, presents an inherent risk of exposure to and contracting of COVID-19 and novel coronavirus to all individuals involved. By choosing to conduct and participate in activities on the Premises, Licensee, its employees, volunteers, agents, contractors, umpires, coaches, participants, and spectators are accepting that risk.
- F. The parties desire to amend the Agreement to clarify certain management obligations of Licensee in effect as a result of the COVID-19 and novel coronavirus situation.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation, management, policing, and enforcing of the Premises during the term of the Agreement when the Premises are being utilized for organized adult and/or youth team sports or other recreational activities, including, but not limited to, games, practices, and related activities. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including, but not limited to, the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, issued by the State

of Nebraska attached hereto as Exhibit "A" and incorporated herein by this reference, any other comparable guidelines that may be promulgated by the State of Nebraska regarding sports or other recreational activities, and any amendments, replacements, or supplements thereto, any applicable directed health measure, and all resolutions and ordinances of Licensor (collectively the "Rules"), including the enforcement of the same. Licensee represents and covenants to Licensor that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all coaches, volunteers, team managers, participants, appropriate personnel, and spectators utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training and education as appropriate to all coaches or team managers to ensure that the Rules are followed. Licensee shall ensure that each and every participant (employees, volunteers, agents, contractors, umpires, officials, coaches, and participants) has been provided in advance with a copy of the guidelines and any amendments, replacements, or supplements thereto.

2. Maintenance. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for adult and/or youth team sports or other recreational activities hereunder. Such obligation shall include, but not be limited to, cleaning and disinfecting restroom facilities regularly while players and fans are present, and placing markings on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart, if any such restroom facilities are included and open for use on the Premises. Licensee shall also ensure that the concession stand, if any, is only allowed to open if all requirements set forth in the Rules are followed. Licensee shall ensure that the drinking fountains, if any, are only utilized in accordance with the applicable Rules. Licensee shall ensure that the stands, bleachers, or other facilities are only utilized in accordance with the applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules. Licensee shall be responsible for providing, purchasing, and utilizing the supplies (cleaning supplies, rope, etc.) necessary to follow the Rules, guidelines, and directed health measures.

3. Participants Agreement/Waiver For Sports or Other Recreational Activities Required. All individuals (employees, volunteers, agents, contractors, umpires, officials, coaches, and participants) who use or enter upon the Premises in conjunction with Licensee's use shall be required to sign, or have their legal guardian sign, in substantially the same form the approved Youth Baseball and Softball Participants Agreement/Waiver attached hereto as Exhibit "A" and incorporated herein by this reference. Licensee shall collect said Participants Agreement/Waiver For Sports or Other Recreational Activities from all required individuals, including those teams and affiliated participants traveling from out of town, and provide said executed agreement to the City Clerk at least 24 hours before the activity/game is scheduled to start.

4. Insurance. During the term of the Agreement, Licensee shall, at its own cost and expense, procure and continue in force such insurance policies as are required by Licensor. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and minimum coverage of any vehicle used to maintain fields or such other amount as is reasonably agreed to by the parties. Licensor shall be named as an additional named insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with Licensor prior to the commencement date of the term hereof and within ten (10) days of the each anniversary date thereafter. If possible and

financially feasible, Licensee shall endeavor to have the foregoing insurance policy provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. Licensee shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.

5. Indemnification. Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Licensee's or Licensee's agents' use of the Premises during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

6. Entry by Licensor. Licensor and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal open hours, for examination and to determine compliance on the part of the Licensee with the Agreement and this Addendum.

7. Remedies. Should Licensor, in its sole discretion, determine at any time that any of terms of the Agreement and/or this Addendum are in default or are not being strictly followed by Licensee, Licensor has the absolute right to immediately cause the sporting activity or event to be suspended until the violations is corrected or to declare the same terminated; to cancel any remaining games and events for that day; to suspend the Licensee's use of the Premises until further notice; and/or, to declare the License at an end and terminate the Agreement outright. The remedies of Licensor set forth in this provision shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Licensor to seek and obtain an injunction and the right of Licensor to damages in addition to those specified herein.

8. Reconfirm Other Terms. All other terms and conditions of the Agreement are hereby confirmed by Licensor and Licensee, except to the extent they expressly conflict with the terms of this Addendum.

9. Partial Invalidity. If any term or provision of the terms of the Agreement and/or this Addendum or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement and/or this Addendum or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement and/or this Addendum shall be valid and enforced to the fullest extent permitted by law.

10. Non-Waiver. No waiver by Licensor of any default, breach or violation of the Agreement and/or this Addendum or the application thereof, to any person or circumstances, shall operate as a waiver of any other default or of the same default on a future occasion.

11. Counterparts. This Addendum may be executed in two or more counterparts, all of which shall, in the aggregate, be considered one and the same instrument.

12. Terms. Any capitalized terms used herein and not otherwise defined in this Addendum shall have the meaning assigned in the Agreement.

13. Effective Date. This Addendum and shall be effective as of the signature date of each Party.

IN WITNESS WHEREOF, the parties hereto hereby execute this Addendum as of the day and year first above written.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2020 by the City of Columbus, Nebraska.

\_\_\_\_\_  
James Bulkley, Mayor of the City of Columbus

Executed this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Position/Title: \_\_\_\_\_

Exhibit "A"

[Attach a copy of the current Rules]

Exhibit "B"

[Attach a copy of the current the Participants Agreement/Waiver For Sports or Other Recreational Activities]

## COVID-19: Participants Agreement for Sports or Other Recreational Activities

(Please print clearly or type and fill in all blanks and sign below.)

Participant Name (Player, Coach, Official, or Other Participant): \_\_\_\_\_

Address: \_\_\_\_\_

Municipality: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Age of Participant \_\_\_\_\_

If Participant is 18 years of age or older, only Participant must sign. If Participant is 17 years Old or Younger, Parent or Legal Guardian must sign.

### ACKNOWLEDGMENT AND ASSUMPTION OF RISK

The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact. By signing this, you ACKNOWLEDGE AND ASSUME THE RISK AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the property and/or public facilities of any Municipality and participating in or viewing adult and/or youth games, practices, or other group recreational activities, or by authorizing the participation of a minor in or the presence of a minor at such games, practices, or other group recreational activities. No one guarantees that you or your child(ren) will not become infected with COVID-19. The person signing below voluntarily assumes this risk because s/he chooses or elects to do so.

### COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of the above-listed player, coach, or official ("Participant") being allowed to participate in adult and/or youth team sports or other group recreational activities on municipal property and/or public facilities, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE every city or village (hereinafter, **Municipality**) on whose property and/or public facilities Participant participates in any adult and/or youth games, practices, or other group recreational activities, together with each such **Municipality's** mayor and council, village board of trustees, manager/administrator, clerk, agents and employees, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as "Releasees") from any and all liability to the Participant (or Participant's personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication

or related disease or condition, occurring as a result of entering the property of any such **Municipality**, participating in or viewing any such game, practice, or other group recreational activity, or other use of public facilities on the property of any such **Municipality**, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals present at the game, practice, or other group recreational activity, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.

2. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto the property and/or public facilities of any such **Municipality** in connection with any game, practice, or other group recreational activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.
  
3. THE PERSON SIGNING BELOW AGREE(S) to comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by any such **Municipality** relating to COVID-19 or other safety or hygiene precautions, understanding that the **Municipality** may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the game, practice, or other group recreational activity at the election of the **Municipality** at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are in addition to binding themselves *and* binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

---

**Signature of Participant**  
(If 18 Years Old or Older)

---

**Print Clearly or Type Name of Participant**

---

**Signature of Parent**  
(If Participant is 17 Years Old or Younger)

---

**Print Clearly or Type Name of Parent**

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**Signature of Legal Guardian (If Applicable)**  
4842-4390-9309, v. 2

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**Print Clearly or Type Name of Legal Guardian**

B. Resolution No. R20-55 regarding risk of exposure to COVID-19 through the use of municipal property for activities other than sports or recreational.

**RESOLUTION NO. R20- 55**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, REGARDING RISK OF EXPOSURE TO COVID-19 THROUGH THE USE OF MUNICIPAL PROPERTY FOR GATHERINGS, EVENTS OR OTHER PARK ACTIVITIES; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person contact; and

WHEREAS, on March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect; and

WHEREAS, directed health measures are in effect for every County in the State of Nebraska through May 31, 2020, and are likely to be extended by the Governor in some form for most or all Counties after May 31, 2020; and

WHEREAS, that pursuant to the State of Nebraska Department of Health and Human Services, *COVID-19 Coronavirus Outline of Changes to Upcoming DHMs Phase II* various guidelines were instituted including those pertaining to Gatherings, wedding and funeral reception venues and sporting events; and

WHEREAS, it is anticipated that future guidance from the State of Nebraska will be given concerning “COVID-19”; and

WHEREAS, those who gather or participate in gatherings, events or other park activities, including but not limited to picnics, reunions, games, recreational activities, or otherwise, risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering the municipal property, facilities and/or grounds on which such gatherings take place; and

WHEREAS, it is the intent of the City of Columbus to permit such gatherings, events or other park activities, including but not limited to picnics, reunions, games, recreational activities, or otherwise on municipal property and/or facilities, in accordance with the directed health measures and other laws and guidance issued by the State of Nebraska, including, but not limited to, State of Nebraska Department of Health and Human Services *COVID-19 Coronavirus Outline of Changes to Upcoming DHMs Phase II* and the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* and such further laws and guidance that may be issued in the future, provided that every individual, organization, or group sponsoring such gathering, event or activity fully assume the health risks associated with these such event or activity, including the inherent risk now present in any such gathering, event or activity as a result of the presence of COVID-19 in the State of Nebraska, and provided that such individual, organization, or group sponsoring such gathering, event or activity signs a *COVID-19: License and Management Agreement for Use of Municipal Property for Gatherings, Events or Other Park Activities*, with the City of Columbus releasing the City of Columbus, its elected and appointed

officials and employees, from liability associated with exposure to COVID-19 in the course of such event or activity.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA that any individual, organization or group sponsoring a gathering, event or other park activity that wishes to use the park, practice fields, pool, courts, grounds, and/or other facilities of the City of Columbus for adults and/or youth will be required to enter into the *COVID-19: License and Management Agreement for Use of Municipal Property for Gatherings, Events or Other Park Activities*, a copy of which is attached hereto, incorporated herein, and adopted by this reference. These License Agreements will be maintained by the Municipal Clerk.

BE IT FURTHER RESOLVED that, for the avoidance of doubt as to the risk assumed by participants and spectators, in order to encourage compliance with directed health measures and guidelines, and in order to promote public safety, the applicable provisions of the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, shall be posted on all parks, practice and playing fields, pool, courts, grounds, and/or other facilities. If the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, are subsequently modified or updated, the applicable provisions of the modified or updated guidelines shall be posted in the same manner.

BE IT FURTHER RESOLVED that all participants and spectators shall comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by the City of Columbus relating to COVID-19 or other safety or hygiene precautions while present on municipal property, and/or facilities, understanding that the City of Columbus may elect to deny entrance to its parks, playing or practice fields, courts, pools, grounds, and/or other facilities to any non-complying person or group and the same may be required to leave the premises at any time.

BE IT FURTHER RESOLVED that officials and employees of the City of Columbus are authorized to execute the directives set forth in this Resolution.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## Outline of Changes to Upcoming DHMs Phase II

### Statewide Changes starting June 1<sup>st</sup>

- **Travel Quarantine**
  - All individuals returning from international travel only will be required to quarantine upon returning to Nebraska for 14 days.
  - The restriction will not apply to individuals traveling in connection with military service or in connection with employment at a health care facility.
- **Sports**
  - Team sports have been categorized by contact level (contact, limited-contact, non-contact) based on guidance from the April 2008 American Academy of Pediatrics Classification of Sports According to Contact. These categories will be used for determining the opening of different team sports.
  - Limited and Non-contact team sports including baseball, softball, and volleyball practices may begin June 1<sup>st</sup>.
  - Limited and Non-contact team sports including baseball, softball, and volleyball games may begin June 18<sup>th</sup>.
  - Rodeo events may also begin starting June 1<sup>st</sup>.
  - “June 1<sup>st</sup> Statewide Sports Reopening Guidelines” must be followed for both youth and adults.
    - ◆ Rodeos are permitted to follow Gatherings DHM requirements.
    - ◆ Schools gyms and weight rooms are permitted to follow gyms, fitness centers/clubs, health clubs, and health spas DHM requirements.
  - Contact sports like basketball, tackle football, soccer, wrestling, etc. remain prohibited.

### Starting June 1<sup>st</sup>, the following guidelines apply to all counties except for those located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota)

- **Bars & Restaurants**
  - Restaurants remain open for dine-in and Bars, Bottle Clubs, and Gentlemen’s Clubs can reopen.
    - ◆ Patrons will be required to be seated while on premise unless they are placing an order or using the restroom.
  - Limited to 50% of rated occupancy maximum at a time.
  - Six (6) feet separation between seating of different parties.
  - Six (6) feet of separation between entertainers, performers, dancers, and patrons.
  - Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
  - Food may not be consumed at bar seating.
  - Games such as pool, darts, arcade games, etc. are prohibited.
- **Childcare Facilities**
  - Will remain at not more than 15 children per room/space.
    - ◆ All other state provisions, statutes, and regulations, including child to staff ratios, still apply.

- **Gatherings**

- Gatherings will be limited to the greater of 25 people (excluding staff) or 25% of rated occupancy (not to exceed 3,000) for gatherings held at:
  - ◆ Indoor or Outdoor Arenas, Indoor or Outdoor Auctions, Stadiums, Tracks, Fairgrounds, Festivals, Zoos, Auditoriums, Large Event Conference Rooms, Meeting Halls, Indoor Theaters, Libraries, Swimming Pools, or any other confined indoor or outdoor space.
    - > Groups shall be no larger than six (6) individuals.
    - > Six (6) feet separation between groups must be maintained.
- Parades, carnivals, midways, dances and street dances, and beer gardens are prohibited through June 30<sup>th</sup> and may be extended.
  - ◆ Parades where patrons remain in their vehicles and the public does not line the streets are permitted.
  - ◆ Dance recitals are permitted but must follow the Gathering requirements.
- Drive-in movie theaters may open at full capacity as long as patrons remain in/on their vehicles while viewing the movie and congregating at concession and restroom areas are not permitted.
- Plans for reopening must be submitted to the local health departments and approved for all indoor and outdoor locations/venues that hold 500 or more individuals (1,000 or more in counties over 500,000 population) before reopening is permitted. The reopening plan must contain planned number of guests, how the location will meet social distancing guidelines, and sanitation guidelines.

- **Gyms, Fitness Centers/Clubs, Health Clubs, & Health Spas**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Must ensure a minimum distance of six (6) feet be maintained between all patrons.

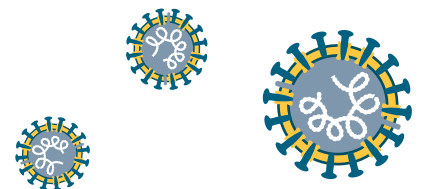
- **Salons, Barber Shops, Massage Therapy Services, & Tattoo Parlors/Body Art Facilities**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Chairs/stations must remain at least six (6) feet apart.
- Both workers and patrons are still required in the DHM to wear masks at all times.
  - ◆ An exception will be made for services provided by estheticians. Patrons will be permitted to remove their mask while receiving services directly. The mask must be worn by the patron at all other times while on the premise.

- **Wedding & Funeral Reception Venues**

- Will be limited to the greater of 25 people (excluding staff) or 50% of rated occupancy.
- Six (6) feet separation between seating of different parties.
- Maximum of six (6) individuals in a party (groups larger than six (6) will need to split into multiple tables).
- Self-serve buffets and salad bars are prohibited. Venue staff must serve food directly to all individuals.
- No dances or other social events that require guests to gather outside of their respective tables are permitted.

***Starting June 1<sup>st</sup>, all counties located in Central District Health Dept. (Hall, Hamilton, Merrick) and Dakota County Health Dept. (Dakota) will be reissued DHMs with Phase I Requirements***



## June 1<sup>st</sup> Statewide Sports Reopening Guidelines

The below guidelines lay out the planned reopening of certain sports. The State of Nebraska will utilize the April 2008 American Academy of Pediatrics Classification of Sports According to Contact as a guideline for opening sports of differing contact levels. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure (DHM), however, participants must practice social/physical distancing.

### Classification of Team Sports According to Contact Level

Contact	Limited-Contact	Non-Contact
Basketball	Baseball	Badminton
Boxing	Football, flag or touch	Bowling
Cheerleading	Softball	Crew/Rowing
Football, tackle	Volleyball	Curling
Gymnastics		Dance
Hockey		Rodeo* and horseback riding
Lacrosse		Swimming
Martial arts		Track and field events
Rugby		
Soccer		
Wrestling		

\* Exception for rodeo as there is limited or no contact with other people, primary contact is with animals.

### Month of May

- No Organized Team Sports games for youth and adults.
- No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
- Businesses and organizations that provide sports training AND that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas. No team organized training is allowed.

### June 1

- Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.

- Team Organized practices for Noncontact and Limited-Contact Sports may begin unless circumstances dictate a change in date.
- Rodeo events may also begin.
- Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
- Dugout and bench use will not be allowed. Players and their items when not on the field/court should be lined up against the fence/wall at least six (6) feet apart.
- Parents must remain in their cars or drop off and pick players up afterwards.
- Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
  - When protective equipment is needed to be shared, it should be disinfected between players use. Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each practice.
- Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate.
- Players must bring their own water/beverage to consume during and after practice. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice. No shared/communal snacks.
  - The use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.
- Team organized practices for contact sports remain suspended.

## June 18

- Team Organized games for Noncontact and Limited-Contact sports may begin unless circumstances dictate a change in date.
- Same guidelines apply as above for practices.
- Use of dugouts and benches are permitted during games only.
  - For baseball and softball, the bleachers located between the dugout and home plate should also be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
  - For all other sports, additional benches or bleachers should be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
- Players should use their own equipment including gloves, helmets, and bats as much as possible.
  - When protective equipment is needed to be shared, it should be disinfected between players use.
  - Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each game/match.
- Fan attendance is limited to household members of the players on the team. (*Collegiate, semi-professional, and professional games will follow gathering requirements under the Directed Health Measures and must submit plans prior to reopening if facilities meet these requirements.*) For outdoor sports, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within in six (6) feet of the teams' benches or for baseball and softball within the area from behind home plate to six (6) feet past the far end of each dugout.
  - If game/match is held at a facility that has a capacity of 500 or more individuals, (1,000 or more in counties over 500,000 population) shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.
- Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
- Post-game handshakes or interaction between teams are prohibited.

- When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field or court are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
- The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off of the court/field.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field/court once the team they are there to watch enters the playing area.
- Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
- Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
- Concession stands are allowed to open, if they meet the following:
  - Markings should be placed on the ground to ensure individuals are spaced six (6) feet apart.
  - Clean and disinfect high touch surfaces regularly while players and fans are present.
  - Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
  - Whenever possible, practice social distancing between staff.
  - All employees directly interacting with customers should wear face coverings.
  - All food code regulations must still be followed.
  - Employees should wash hands frequently; provide hand sanitizer for customers.
- Team organized practices and games for other sports may remain suspended.



**COVID 19: License and Management Agreement  
for Use of Municipal Property for Gatherings, Events, or Other Activities**

This License and Management Agreement (the "License"), dated for reference purposes only as of the \_\_\_\_ day of \_\_\_\_\_, 2020, is entered into by and between \_\_\_\_\_ ("Licensor") and \_\_\_\_\_ ("Licensee").

**RECITALS**

- A. Licensee acknowledges and agrees that the use of the Premises for gatherings, events, and or other activities and the participation in those activities thereon, presents an inherent risk of exposure to and contracting of COVID-19 and novel coronavirus to all individuals involved. By choosing to conduct and participate in activities on the Premises, Licensee, its employees, vendors, volunteers, agents, contractors, and participants are accepting that risk.
- B. Licensor recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation and is not able to ensure that operation of the Premises during all for gatherings, events, and or other activities follows the current applicable rules for safe operation.
- C. Licensee desires to utilize and reserve the Premises for a gathering, event, and/or other activity and is willing to enter into this License in order to manage the Premises in accordance with the applicable rules for safe operation.
- D. Licensor desires to enter into this License whereby Licensee shall license and manage the Premises for Licensor during Licensee's usage, subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Premises. Licensor desires to license to Licensee the Premises described on Exhibit "A". Such area may include the municipal parks(s), field(s), court(s), pools, grounds, and/or the structures and improvements associated with the playing field(s), court(s), improvements, grounds, or streets, including, but not limited to, the bleachers, stands, picnic tables, restroom facilities, drinking fountain(s), and concession stand. Licensor licenses the Premises to Licensee, and Licensee licenses the Premises from Licensor, for the License Term, and Licensee agrees to pay all applicable fees, and to perform all of Licensee's obligations described herein. The parties agree that Licensee shall have the non-exclusive right to use the Premises and such other portions of the Real Property as is necessary for Licensee to access and use the Premises.

2. Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation and management of the Premises, including policing and enforcing all COVID-19 rules and guidelines, during the License Term when the Premises are being utilized pursuant to this License. Licensee shall be responsible for operating and managing the

Premises in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including, but not limited to, the State of Nebraska, Department of Health and Human Services, *COVID-19 Coronavirus, Outline of changes to Upcoming DHMs Phase II* and the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* issued by the State of Nebraska, attached hereto as Exhibit “B and C” and incorporated herein by this reference, any other comparable guidelines that may be promulgated by the State of Nebraska regarding sports or other recreational activities, and any amendments, replacements, or supplements thereto, any applicable directed health measure, and all resolutions and ordinances of Licensor (collectively the “Rules”), including enforcement of the same. Licensee represents and covenants to Licensor that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all individuals including all utilizing the Premises during its license shall conduct themselves in accordance with the Rules.

3. Term. The License shall be for a term of \_\_\_\_\_ hours or \_\_\_\_\_ days commencing and ending \_\_\_\_\_, 2020. Either party shall have the right to terminate this License by providing the other party with no less than 5 days’ prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensor retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licensor determines, in Licensor’s discretion, that Licensee has failed to manage and operate the Premises in accordance with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.

4. License Fee. Licensee agrees to pay any and all applicable fees in amounts that have been set by Resolution. These fees shall be paid at the time Licensee submits its application, so when otherwise be agreed to by Licensor. Licensee shall make all payments of the license fee and other expenses to Licensor at the Licensor’s then current address or at such other address as Licensor may from time to time request in writing. Licensee agrees to pay interest at the rate of eight percent (8%) per annum on any payments of the license fee and other expenses that are not paid when due. Such payment shall be made within ten (10) days after demand.

5. Acceptance of Premises. By taking possession of the Premises for its approved usage, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensor has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and has determined to Licensee’s satisfaction that the Premises is satisfactory for Licensee’s proposed use. Licensee also acknowledges and agrees that Licensee is only utilizing a portion of the Real Property that is described herein as the Premises and that Licensor and other parties also shall have the right to use the Real Property during the License Term, subject to the reasonable licensing discretion of Licensor. Licensee shall secure Licensor’s permission prior to making any improvements or alterations of any nature to the Premises. Licensor reserves the right to withhold its consent in Licensor’s sole discretion.

6. Quiet Enjoyment. Upon Licensee's paying the license fee and other expenses provided in this License and observing and performing all of the terms, covenants and conditions to be observed and performed by Licensee hereunder, Licensee shall have possession of the Premises for the entire term hereof, subject to all of the provisions of this License.

7. Maintenance. Licensee shall, during the term of this License, and at its sole expense, keep the Premises in good order and repair, reasonable wear and tear excepted. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for the purposes set forth in this License. Such obligation shall include, but not be limited to, cleaning and disinfecting restroom facilities regularly during Licensee's usage (an no less frequently than recommended by the COVID-19 Rules and Guidelines then existing), and placing markings on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart, if any such restroom facilities are included and open for use on the Premises. Licensee shall also ensure that the concession stand, if any, is only allowed to open if all requirements set forth in the Rules are followed. Licensee shall ensure that the drinking fountains, if any, are only utilized in accordance with the applicable Rules. Licensee shall pick up and properly dispose of trash and garbage during and at the conclusion of it usage. Licensee shall be responsible for providing, purchasing, and utilizing the supplies (cleaning supplies, rope, etc.) necessary to comply with this Agreement and to follow the Rules, guidelines, and directed health measures.

8. Insurance. Licensee must provide a Certificate of Liability Insurance (or a copy of the complete policy) demonstrating minimum coverage specifically covering the event/activity. Verbiage must be included stating that all Volunteers ( i.e. a person, group, or organization not selling or providing a product or service, who freely offers to take part in the event, including participants who host and organize activities at the event) are covered and not excluded by the Liability Insurance. All Vendors (i.e. any person, group, organization or business selling or providing a product or service; examples include but are not limited to: the sale of food or merchandise, inflatables, carnival rides, portable toilets, tents, certain types of live animal entertainment, vehicles on display, or other entity which the Licensor's Special Event Committee deems to be considered a Vendor for Liability Insurance purposes) must be listed on the "List of Vendors" required in Licensor's "Special Event Permit Application Packet". If any Vendor is to be covered by Licensee's policy, it must be so stated in the Certificate of Liability Insurance or policy. Any Vendor which is not covered by the Licensee's liability insurance is required to provide their own Certificate of Liability Insurance (or a copy of the complete policy) including the same minimum requirements. The MINIMUM LIABILITY INSURANCE REQUIREMENTS required are:

- The City of Columbus, Nebraska must be listed as an additional insured on a primary, non-contributory basis.
- Limit for each occurrence must be \$1,000,000
- Limit for damage to rented premises (each occurrence) \$100,000
- Limit for Personal & Adv Injury \$1,000,000
- General Aggregate Limit \$2,000,000

- Products – Comp/Op Aggregate Limit \$2,000,000
- The policy must include a waiver of subrogation in favor of the City of Columbus, Nebraska.

An ADDITIONAL \$2,000,000 UMBRELLA is required for:

- Bounce houses
- Live animal entertainment including: petting zoos, pony rides, and horse-drawn carriage rides.
- Other specific categories that may be addressed on an individual basis

An EXCEPTION to the insurance coverage requirement is:

- Typically, Liability Insurance coverage is not required for Neighborhood Block Parties, reservations of a shelter in a City Park, or weddings in a City Park. Licensee acknowledges that Exclusions may apply to this exception at the sole discretion of the Licensor.

9. Licensee’s Indemnification. Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Licensee’s or Licensee’s agents’ use of the Premises during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

10. Assignment. Licensee shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of Licensor, which consent may be withheld in Licensor’s sole discretion.

11. Remedies. Should Licensor, in its sole discretion, determine at any time that any of terms of the Agreement are in default or are not being strictly followed by Licensee, Licensor has the absolute right to immediately cause the gathering, activity, or event to be suspended until the violations is corrected or to declare the same terminated; to cancel any remaining activities and events for that day; to suspend the Licensee’s use of the Premises until further notice; and/or, to declare the License at an end and terminate the Agreement outright. The remedies of Licensor set forth in this provision shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Licensor to seek and obtain an injunction and the right of Licensor to damages in addition to those specified herein

12. Non-Exclusive Remedies. The remedies of Licensor set forth in Section 15 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Licensor to seek and obtain an injunction and the right of Licensor to damages in addition to those specified herein.

13. Default by Licensor. Licensor shall not be liable to Licensee if Licensor is unable to fulfill any of its obligations under this License, if Licensor is prevented, delayed, or curtailed from so doing by reason of any cause beyond Licensor's reasonable control. Licensor shall not be in default unless Licensor fails to perform obligations required of Licensor within a reasonable time, but in no event later than thirty (30) days after written notice by Licensee to Licensor, specifying Licensor's failure to perform such obligation; provided, however, that if the nature of Licensor's obligation is such that more than thirty (30) days are required for performance, then Licensor shall not be in default if Licensor commences performance within such thirty (30) day period and thereafter diligently prosecutes its efforts to satisfy such obligation.

14. Entry by Licensor. Licensor and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as Licensor requires.

15. Applicable Laws. This License shall be governed by and construed in accordance with the laws of the State of Nebraska.

16. Modification. This License contains all of the terms and conditions agreed upon by the Licensor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and any other contemporaneous documents. This License may not be modified or changed except by written instrument signed by Licensor and Licensee.

17. Relationship of Parties. Neither the method of computation of the license fee nor any other provisions contained in this License nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee, other than the relationship of Licensor and Licensee.

18. Waiver. The acceptance of the license fee or other payments by Licensor, or the endorsement or statement on any check or any letter accompanying any check for the license fee or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Licensee regardless of whether Licensor had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or

relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

19. Partial Invalidity. If any term or provision of this License or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

20. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this License, but shall be interpreted according to the application of rules of interpretation of contracts generally.

21. Memorandum of License. Licensee shall not be permitted to file a memorandum of the License or other documents in the real estate records of the County including the Premises.

22. Binding Effect. This License shall be binding upon and shall inure to the benefit of Licensor, Licensee, and their respective successors and assignees.

23. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto hereby execute this License as of the day and year first above written.

“LICENSEE”

\_\_\_\_\_

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

Its: \_\_\_\_\_

“LICENSOR”

\_\_\_\_\_

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

Its: \_\_\_\_\_

Exhibit "A"

[Insert Diagram or Description of the Licensed Premises]

[Include List of Improvements/Structures]

Exhibit “B”

[Attach a copy of the *COVID-19 Coronavirus, Outline of changes to Upcoming DHMs Phase II*]

Exhibit “C”

[Attach a copy of the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*]

**14. ORDINANCES ON FIRST READING**

- A. Ordinance No. 20-06 adopting the 2020 City of Columbus Personnel Policy Manual.

**ORDINANCE NO. 20-06**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO APPROVE AND ADOPT THE 2020 CITY OF COLUMBUS PERSONNEL POLICY MANUAL; TO REPEAL ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA to approve and adopt the 2020 City of Columbus Personnel Policy Manual.

This ordinance shall repeal all ordinances or portions thereof in conflict herewith.

This ordinance shall be in full force and effect from and after passage, adoption, and publication as provided by law. Publication shall be in pamphlet form as authorized by Neb. Rev. Stat. §16-405 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 \_\_\_\_\_, 2020.

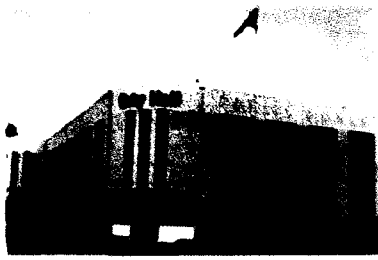
\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM

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



The City of **Columbus**

**HUMAN RESOURCES DEPARTMENT**  
Human Resources • Risk Management  
Office (402) 562-4243 • Fax (402) 563-1360

**DATE:** May 28, 2020  
**TO:** Honorable Mayor and City Council  
**FROM:** Tammy Orender, Human Resource Director  
**SUBJECT:** Revised Columbus Personnel Manual

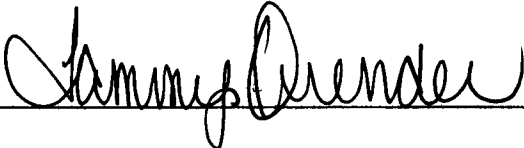
**RECOMMENDATION:** Approve the updated City Personnel Manual


**DISCUSSION:**

The Columbus Personnel Manual was last updated in 2010. A committee which consisted of a supervisor from each department, a representative from the Police and Fire Union, City Administrator and myself met for several weeks and read through the handbook thoroughly for updates that needed to be made. After many meetings and a lot of discussion, the manual was sent to an Attorney that specializes in Human Resource for his review. Attached is a copy with red-lined changes and a clean copy.

I am asking the Mayor and City Council to review and approve the changes to the Personnel Manual.

**SIGNATURE:**

By: 

Approved By: 



## ACKNOWLEDGMENT FORM

I acknowledge receiving a copy of the 2020 City of Columbus Personnel Manual. I understand that I must read it or have it read to me carefully. I understand this Manual supersedes all prior versions. I recognize that I must understand all of its rules, policies, terms, and conditions, and agree to abide by them, realizing that failure to do so may result in disciplinary action and/or termination. I understand that upon termination of my employment for any reason, I must return all City materials, property and equipment issued to me and pay the City any money that I may owe, and agree that upon my failure to promptly do either of these the City can withhold corresponding amounts from my final paycheck and take whatever legal action is necessary to recover such. **I understand and agree that unless I am covered by the Civil Service System (which has its own set of statutes and regulations), my employment is terminable-at-will, so that both the City and I remain free to choose to end our work relationship at any time. Similarly, no City official has the authority to enter into an oral employment contract, and only the Governing Body can enter into a written employment contract on behalf of the City.**

I understand nothing in this Manual in any way creates an express or implied contract of employment between the City and me, but rather is intended to foster a better working atmosphere while the employee/employer's relationship exists.

---

**Employee's Signature**

---

**Date**

---

**Employee's Name (Printed)**

**THIS IS NOT A CONTRACT FOR EMPLOYMENT. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A PROMISE OF ANY TERM OR CONDITION OF EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO, CONTINUING EMPLOYMENT. THE CITY OF COLUMBUS RESERVES THE RIGHT TO MODIFY OR REPEAL ANY PROVISION OF THIS HANDBOOK AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT PRIOR NOTICE.**

## **CHAPTER ONE**

### **PERSONNEL MANAGEMENT SYSTEM**

#### **Sec. 1.10 Purpose.**

The personnel management system of the City of Columbus, of which this manual is a part, is designed to instill a high degree of understanding, cooperation, efficiency, and unity through systematic, uniform application of modern personnel practices. The purpose of this manual is:

1. To inform employees of their rights and obligations in relation to their employer; but not to provide any legal or contractual rights not otherwise provided for, and shall not be construed as a contract of employment.
2. To inform department heads and other supervisors of their obligations toward and their rights to assign and instruct subordinate employees.
3. To ensure compliance with all applicable laws.
4. To promote and increase efficiency and responsiveness to the public, and to promote economy in the City service.
5. To provide fair and equal opportunity for a qualified person to enter and progress in the City service based on merit and fitness as ascertained through fair and practical personnel management methods.
6. To enhance the attractiveness of City careers and encourage employees to give their best efforts to the City and the public.
7. In the event of conflict between this manual and state or federal laws, such state and federal laws shall prevail.

#### **Sec. 1.20 Coverage of the Rules.**

These rules shall apply to all departments, divisions and employees of the City except in cases of conflict with applicable state or federal laws or regulations or with the rules of the City of Columbus Civil Service Commission as statutorily applicable. An employee is defined as any person who has

been appointed/hired to a position of employment on the City payroll, excepting any person serving on a retainer contract basis. Benefits conferred to employees in this manual may be different if the employee is covered by a City-recognized Collective Bargaining Agreement. These changes will be described in the approved Collective Bargaining Agreement.

**Sec. 1.30                    Adoption of the Manual.**

This manual shall become effective when adopted by the Mayor and City Council, whereupon all conflicting rules, regulations, policies, or procedures previously adopted by the Mayor and City Council or by administrative directive shall be superseded, to the extent of the conflict.

**Sec. 1.35                    Amendment of the Manual.**

Written suggestions for amending this manual are welcome at any time from City employees and should be submitted, through supervisory channels, to the City Administrator or the Human Resources Director. Amendments shall become effective upon approval by the Mayor and City Council.

**Sec. 1.40                    Availability of the Manual.**

Each regular employee shall receive and maintain a copy of this manual.

**Sec. 1.50                    Supplemental Personnel Regulations.**

Department heads may establish such supplemental personnel regulations as are necessary for efficient and orderly administration and for ensuring the proper conduct and discipline of their employees.

Supplemental personnel regulations shall be subject to approval by the City Administrator and shall be consistent with these rules, other requirements of the Mayor and City Council, and administrative directives. Copies of supplemental personnel regulation shall be made available to employees in their departments.

**Sec. 1.55                    Employment at Will.**

An employee has freely chosen the opportunity of employment with the City. It is understood the employee has a continuing right to leave or stay as they choose. The City reserves those same rights to maintain or terminate the employment and compensation of employees as needs require. The City also reserves the right, except as to those employees who are protected under the Civil Service System, to terminate the employment and compensation of employees as needs require, and to do so with or without cause.

The City of Columbus, by decision of the Mayor and City Council, agrees to follow the process for dismissals and disciplinary actions as outlined in the Personnel Rules and Civil Service Rules that are applicable to those regular employees who have successfully completed their introductory period. However, these policies in no way shall be construed to create a contractual employment relationship

between the City of Columbus and its employees. Furthermore, the City of Columbus shall have no tenured employment agreements with any employee or organized employee group.

This manual is not a contract of employment, nor shall it be construed as creating any contractual rights or property interest in favor of City employees. Nothing contained in this manual or in any other statement of City philosophy, including oral statements, should be considered a promise of continuing employment.

**Sec. 1.60                      Definitions.**

The following definitions shall apply in these regulations, unless the context clearly indicates otherwise:

**Absence Without Leave.** An absence from duty which was not authorized or approved.

**Appeals.** Procedures as described by these regulations for appealing disciplinary actions, employee-evaluations and other individual grievances.

**Applicant.** An individual who has applied in writing on a City application form for employment with the City of Columbus.

**Appointment.** The offer to and acceptance by a person of a position either on a regular or temporary basis.

**Appointing Authority.** The person or persons who are authorized to offer employment in the City's classified service. For the City Administrator, City Clerk, City Engineer, Finance Director, full-time paid firefighters, Fire Lieutenants, Fire Chief, Assistant Fire Chief, Fire Training and Safety Officer and sworn members of the police force, it shall be the Mayor and City Council. For all department heads, other than the City Clerk, City Engineer, and Finance and Library Director, it shall be the City Administrator, Mayor, and City Council. For the Library Director, it shall be the Library Board. For all other employees it shall be the City Administrator.

**Chain of Command.** The chain of command is the formal line of authority, communication, and responsibility within an organization. The chain of command is usually depicted on an organizational chart, which identifies the superior and subordinate relationships in the organizational structure. According to classical organization theory the organizational chart allows one to visualize the lines of authority and communication within an organizational structure and ensures clear assignment of duties and responsibilities. By utilizing the chain of command, and its visible authority relationships, the principle of unity of command is maintained. Unity of command means that each subordinate should report to one and only one superior. Unity of command is crucial to productive work schedules, the maintenance of a prioritized work schedule, and productive communications. It would therefore be expected that communications and requests for service flow both ways through chain of command.

**Civil Service Employee.** Civil Service employees employed by the City of Columbus shall be designated by the definition in Revised Statutes of Nebraska, Sec. 19-1829.

**Compensatory Leave.** Time off from work in-lieu of monetary payment of overtime worked.

**Demotion.** Assignment of an employee from one title to another which is a lower rate of pay and/or rank.

**Department Head.** A person trained to manage a specific area of City government such as Police, Library, etc. Department heads are responsible for the general operation of the department and ensuring adequate performance levels from employees. Department heads shall have full responsibility to recommend any personnel actions in accordance with the authority delegated to them by the Appointing Authority. All actions by department heads within their department are accountable to the City Administrator.

**Disciplinary Action.** Action taken by a supervisor, department head, or the City Administrator whenever an employee's performance, attitude, work habits or personal conduct fall below a desirable level.

**Dismissal.** A type of disciplinary action which separates an employee from the City payroll.

**Employee.** An individual who is legally employed by the City in one of the categories listed below and is compensated through the City payroll. An employee may be defined as follows:

- a) Regular, full-time. This person is expected to work an average of 30 hours per week for the 6 months during their introductory period before obtaining the regular status in their assigned classification, except in the case of firefighters and fire lieutenants whose work period shall be an average of 106 hours in a 14 consecutive day period.
- b) Regular, part-time. This person may be employed on a regular schedule of less than 30 hours per week and will normally work at least 1,000 hours throughout a year.
- c) Temporary and Seasonal. This person may be employed for any number of hours per week in positions declared to be seasonal or temporary in nature and will not normally work more than 1,500 hours per year. This person may be assigned to a classification temporarily vacated by a regular employee while on military duty or other authorized absence.

d) The Temporary employee shall not include:

Elected officials and persons appointed to fill vacancies in elective offices, members of appointive boards, commissions or committees, the city attorney, consultants, advisors, and counsel rendering temporary professional service, independent contractors, emergency employees who are hired to meet the immediate requirements of an emergency condition and volunteer personnel, and also all other personnel appointed to serve without compensation.

**Employee Counseling.** The act of assisting employees to become more effective on the job. Relates to employee evaluation and employee improvement.

**Employee Development.** The interaction of employee counseling, employee evaluation and employee improvement.

**Employee Evaluation.** The system of evaluating employees' performance. Relates to employee improvement and employee counseling.

**Employee Improvement.** All types of training and educational programs that improve the quality of service of the employee and improve his/her chances for advancement. Relates to employee evaluation and employee counseling.

**Examination.** The process of testing, evaluating or investigating the fitness and qualifications of applicants and employees.

**Grievance.** An employee's feeling of differences, disagreements or disputes arising between an employee and their supervisor relative to some aspect of their employment, application, or interpretation of regulations and policies or some management decision affecting the employee.

**Hire Date.** The date upon which employment started with the City of Columbus for a specific employee. This date will be adjusted to exclude leave of absence without pay. This is the date upon which vacation accruals are based.

**Immediate Family.** Spouse, children, brothers and their spouse, sisters and their spouse, mother, father, grandparents or grandchildren. Spouse's children, parents, grandparents, brothers and their spouse, sisters and their spouse or grandchildren

**Introductory Period.** See policy 2.95 for definition.

**Job Description.** A written description of a job consisting of a title, a general statement of the level of work and of the distinguishing features of work, examples of duties and qualifications for the Job Title.

**Job Title.** A group of positions which are sufficiently alike in general duties and responsibilities to warrant the use of the same title, class specifications and pay range.

**Lay-off.** The involuntary non-disciplinary separation of an employee from a position because of shortage of work, materials, or funds.

**Leave.** An approved type of absence from work as provided for in this manual.

**Merit/Periodic Pay Increases.** A merit increase is compensation within the confines of the pay scale established in the Pay Plan. It may be granted to an employee for meritorious service

and completion of minimum prescribed periods of employment in the class.

**Merit Proficiency Date.** This date is generally when the employee completes their first 12 months of employment. It is the date used to mark annual performance evaluations. Each year the employee should have their evaluation during the two-week pay period which contains this date, when possible. The merit proficiency date will change with any change in pay grade or unpaid leave of absence.

**Military Leave, Reserve.** A leave of absence for military service performed during their employment as required by applicable state or federal law. An eligible employee's rights to reemployment after military leave will also be governed by applicable law.

**Overtime.** Authorized time worked by an employee for overtime work performed in accordance with Federal and State Regulations and this manual.

**Promotion.** Assignment of an employee from one Job Title to another which has a higher rate of pay and rank.

**Reclassification.** The action of changing a position by classifying it upward, downward or to a different classification on the basis of sufficient changes in the kind, development or responsibilities of work assigned to the position.

**Reprimand.** A form of guidance which may be oral or written, and which should be used not only to warn an employee, but also to guide, direct and instruct the employee in how to correct and avoid repeating a mistake, infraction, deficiency or problem.

**Seniority.** Length of continuous service with the City as a regular employee.

**Sick Leave.** An absence approved by the department head or supervisor due to illness or injury.

**Supervisor.** An individual who has the authority to undertake or recommend tangible employment decisions affecting a particular employee; or an individual who has the authority to direct a particular employee's daily work activities.

**Suspension.** An enforced leave of absence for disciplinary purposes or pending investigation of charges made against an employee; may be with or without pay.

**Transfer.** Assignment of an employee from one position to another position of a different Job Title or Work Location.

**Work Day or Work Period.** Scheduled number of hours an employee is required to work per day or per scheduled number of days as department policy.

**Sec. 1.70                    Role of Mayor and City Council.**

The Mayor and City Council shall be the ultimate policy-making authority for all matters pertaining to personnel management in the City government and shall determine the numbers and kinds of positions of employment.

**Sec. 1.80                    Role of the City Administrator.**

The City Administrator shall be responsible for the proper administration of the personnel management system by:

1.     Ensuring appointments are based on merit and fitness.
2.     Recommending a sound Pay Plan and position plan.
3.     Equitably administering the Pay Plan.
4.     Ensuring the City is an Equal Opportunity Employer.
5.     Maintaining employee discipline.
6.     Ensuring high employee productivity.
7.     Maximizing employee development opportunities.
8.     Ensuring fair and effective appeal and grievance procedures.
9.     Fostering good employee relations.
10.   Issuing such administrative directives as are necessary to implement these rules.

**Sec. 1.90                    Functions of the Human Resources Department.**

The Human Resources Department performs the following functions:

1.     Recruits candidates for employment.
2.     Receives and initially processes employment applications.
3.     Refers applicants to department in accordance with established procedures.
4.     Processes appointments, separations, and other actions.
5.     Develops general personnel forms.

6. Advises and assists the City Administrator and the department heads as to general personnel policies, and in individual cases ensures all laws and administrative regulations are complied with and that good personnel practices are observed.
7. Represents the City Administrator, as directed, in relationships involving personnel matters with private and governmental agencies.
8. Revises and keeps this manual up-to-date.
9. Maintains the Pay Plan and Job Descriptions.
10. Keeps the central personnel records, including records of accidents and injuries.
11. Performs other related functions as directed by the City Administrator.

**Sec. 1.92                    Human Resources Director.**

The normal procedures for discussing concerns, or problems, will be resolved using the chain of command as provided in the Personnel Rules.

However, in instances where the concern is confidential in nature or the employees' interest might be compromised if a rigid chain of command is followed, the employee shall have the right to bring the concern directly to the Human Resources Director.

When questions or problems arise regarding issues in the workplace, employees are encouraged to first discuss the matter with their supervisor. If they are not satisfied at this point or are uncomfortable visiting with their supervisor regarding the matter, the employee should contact their department head. If this does not resolve the matter or would prove uncomfortable, employees may always contact the Human Resources Director directly.

**Sec. 1.93                    Responsibility for Job References.**

The Human Resources Director shall be responsible for providing job references for all past and present employees. All employees shall refer all job related inquiries regarding references for former and current employees to the Human Resources Director.

**Sec. 1.94                    Role of Department Heads.**

Department heads shall have full responsibility for managing their assigned personnel and for taking or recommending any personnel actions in accordance with the authority delegated to them by the City Administrator and the applicable provisions of these rules.

**Sec. 1.95                    Personnel Records.**

The Human Resources Director shall maintain a file for each person currently employed by the City. An employee may contact the Human Resources Director to review their own personnel file. The documents in the file shall be reviewed in the Human Resources Director's office. The file or documents in the file shall not be permitted to leave that designated office. Employees do not have the right to add or delete material from their personnel files. Copies of particular documents shall be made at the request of the employee.

**Sec. 1.96                    Code of Employer-Employee Relations.**

It is the policy of the City of Columbus to implement fair and effective personnel policies and to require all employees to serve the organization's best interests as listed below:

1.     The City retains the sole right to exercise all managerial functions including, but not limited to, the right of the City to manage and supervise all operations and establish work rules, regulations, and other terms and conditions of employment; direction, assignment of work to, and arrangement of working forces, including the right to hire, promote or not promote, suspend, terminate for cause, make interdepartmental transfers, relieve employees from duty because of lack of work or other legitimate reasons; the determination of services to be provided; the determination of employee's work abilities; the location of the work sites including the establishment of new work sites and the relocation and closing of old work sites; the determination of financial policies including accounting procedures and budget control; the determination of the management organization of the department and the selection of employees for promotion, transfer, or reorganization; maintenance of discipline and control and use of City property; the subcontracting of unit work; the establishment of quality standards and judgment of workmanship required; the scheduling of operations and the time to be worked; and the right to enforce rules and regulations now in effect and which it may issue from time to time. The above detailed listing of management rights shall in no way be deemed to exclude other management prerogatives which may not have been specifically listed.
  
2.     The City's objectives for employees include the following:
  - a)     To provide equal employment opportunity and treatment regardless of race, color, religion, sex, age, national origin, disability, marital status, AIDS/HIV status, genetic information or any other class protected by applicable law.
  
  - b)     To provide compensation and benefits commensurate with the work performed.
  
  - c)     To establish reasonable hours of work based on the City's service obligations.
  
  - d)     To monitor and comply with applicable federal, state, and local laws and regulations concerning employee safety.

- e) To offer employees training opportunities whereby the employee and City would mutually benefit.
  - f) To be receptive to constructive suggestions which relate to the job, working conditions, or personnel policies.
  - g) To establish appropriate means for employees to discuss matters of interest or concern with their immediate supervisor, department head, Human Resource Director or City Administrator.
3. The City expects all employees:
- a) To deal with citizens, suppliers, and contracting organizations in a professional manner.
  - b) To perform assigned tasks in an efficient manner.
  - c) To be punctual.
  - d) To demonstrate a considerate, friendly, and constructive attitude toward the public and fellow employees.
  - e) To adhere to the policies adopted by the City.
4. Nothing in this manual should be considered as altering the employment-at-will relationship or as creating an express or implied contract or promise concerning the policies or practices that the City has implemented or will implement in the future. (See Employment-At-Will, Sec. 1.55.) Accordingly, the City retains the rights to establish, change, and abolish its policies, practices, rules, and regulations at will, and as it sees fit at any time, with or without notice.

**Sec. 1.97 Employee Educational Refund Plan.**

The City of Columbus recognizes the mutual advantages to be gained when employees enroll in continuing education courses. In order to encourage this program, the City has implemented an Employee Education Refund Plan whereby the City will reimburse the employee 80% of the tuition, books and fees, subject to the following conditions:

- 1. Availability of budgeted department funds.
- 2. Only regular fulltime employees are eligible and must have completed one continuous calendar year of employment.

3. The courses or degree work selected by the employee must be technical or professional, and related to work available in City service. Enrollment must be made with a recognized and established college, university, technical school, correspondence school, or equivalent.
4. Prior to enrolling in a class, the request must be approved by the immediate supervisor, department head, and the City Administrator.
5. Continuing education courses are voluntary and must occur while off-duty and without compensation since such training does not constitute "hours worked".
6. The course must be satisfactorily completed and receipts for tuition, books, and entrance fees and transcript must be submitted as a basis on which to compute the refund.
7. Where the employee is already receiving tuition or scholarship assistance such as VA benefits, etc., the City will make the reimbursement for education costs to the extent that the total payments received by the employee from all sources does not exceed 100% of the total course cost.
8. An employee benefit of \$500 as incurred each calendar year and a \$2,000 maximum benefit is allowed under this policy.

In order for training and education to be eligible for this Employee Education Refund Plan, it must meet all 4 of these factors:

1. Attendance is outside of the employee's regular work hours;
2. Attendance is voluntary;
3. The course, lecture or meeting is not directly related to the employee's job; and
4. The employee does not perform any productive work for the employer during such attendance.

## CHAPTER TWO

### METHOD OF FILLING VACANCIES

#### **Sec. 2.05            Vacancy Identification.**

Department heads shall notify the Human Resources Director as soon as they become aware of actual or impending vacancies in their organizations. No vacancy may be filled without the authorization of the City Administrator, who may specify the selection process or processes to be used.

#### **Sec. 2.10            Promotion Policy.**

A promotion is the assignment of an employee from a position in one Job Title to a position in another Job Title having a higher maximum salary. The City shall provide promotional opportunities whenever feasible. City employees may also apply and be considered for any position in the same manner as members of the general public.

#### **Sec. 2.12            Competitive Selection.**

When a competitive selection process is to be used, the City Administrator, according to the best interest of the City, may designate the selection process for applicants from any of three processes. First, the selection process may be limited to persons in the City service or a segment thereof. Secondly, the selection process may be opened to the general public without special preferences or consideration for any City employees who apply. And finally, the selection process may include both City employees and members of the general public, with City employees given preference in application and/or consideration.

#### **Sec. 2.15            Noncompetitive Selection.**

When in the best interest of the City, a noncompetitive selection process may be specified by the City Administrator. Vacancies may be noncompetitively filled with qualified persons by the following means:

1. Reinstatement of a former City employee, as described elsewhere in these rules.
2. Demotion for cause, as described elsewhere in these rules.
3. Voluntary demotion.
4. Repromotion of an employee previously demoted in lieu of layoff.
5. Lateral transfer.
6. Special employment program.

**Sec. 2.17 Voluntary Demotion.**

Demotion is the assignment of an employee from a position in one class to a position in another class having a lower maximum salary. Employees may be demoted at their own request if in the best interest of the City.

**Sec. 2.20 Demotion in Lieu of Layoff.**

An employee may be demoted as an alternative to layoff. Such demotion may be fully or partially rescinded at any time through noncompetitive re-promotion.

**Sec. 2.25 Lateral Transfer.**

Lateral transfer is any assignment from one position to another not involving a promotion or demotion. A lateral transfer may be affected at an employee's request or for reasons of administrative necessity. It is highly desirable when a vacancy occurs in a department for which an employee of another department is qualified, that the employee be given an opportunity to apply for the vacancy. In appropriate circumstances, the Human Resources Director shall ensure that notices are posted in City departments and divisions soliciting applications for lateral transfer.

**Sec. 2.27 Special Employment Programs.**

From time to time, the City Administrator, in furtherance of legitimate public policy objectives may specify vacancies be filled with persons eligible for inclusion in particular special employment programs without regard to the provisions of this chapter concerning selection processes. Special employment programs include, but are not limited to internships, youth employment programs, work-study programs, intergovernmental mobility assignments, vocational rehabilitation programs and seasonal employees.

**Sec. 2.30 Temporary Positions.**

The City Administrator may authorize any fair and practical means of filling temporary or seasonal positions without regard to other provisions of this chapter concerning selection processes.

**Sec. 2.35 Vacancy Announcements.**

The Human Resources Director shall announce all vacancies for which a competitive selection process has been specified.

**Sec. 2.37 Purpose and Design of Application Forms.**

The Human Resources Director shall develop one or more general application forms for use in applying for City employment. The Human Resources Director or department heads may also develop specialized or supplemental application forms for use in appropriate circumstances. Any forms developed by department heads shall be reviewed by the Human Resource Director for technical adequacy, utility, and equal employment opportunity compliance. Application forms shall

be used in making fair determinations of qualifications for employment. Information concerning non-merit factors shall only be requested as necessary to satisfy equal employment opportunity and other legal requirements. Information required only at the time of selection or appointment shall not be solicited at the time of initial application.

**Sec. 2.40 Filing of Application.**

Applications shall be filed with the Human Resources Director as specified in the applicable vacancy announcements. The City Administrator may authorize the acceptance of late applications, if in the best interest of the City. The Human Resources Director shall provide all reasonable assistance to persons requesting help in completing their applications. All information submitted shall be subject to verification. The City may cease accepting or processing applications at any time in accordance with operational requirements.

**Sec. 2.45 Initial Processing of Application.**

The Human Resources Director shall be responsible for the initial processing of employment applications as directed by the City Administrator. Should information be collected solely for equal employment opportunity purposes it shall be detached from the main body of each application upon receipt. The information shall be separately and securely filed by the Human Resources Director and shall not be used in the selection process.

**Sec. 2.47 Evaluation of Qualifications.**

It is the policy of the City to select, develop and promote employees based upon their individual qualifications, abilities and performance. Applicants for employment with the City will be requested to supply personal and employment references. In addition, the city reserves the right to obtain background information on applicants either before or after actual employment. Such information may include, but is not limited to, an individual's character, general reputation, mode of living, and criminal and other public record. To protect against the use of inaccurate information, the city will comply with applicable federal law in obtaining such information.

**Sec. 2.50 Disqualification.**

An applicant may be disqualified from further consideration at any stage of the selection process for, among other things:

1. Applicant cannot provide adequate documentation demonstrating their eligibility to work in the United States as required by federal law.
2. Applicant will not have attained their 16<sup>th</sup> birthday at the time of employment, except that a lower or higher minimum age may be established for certain temporary positions as required or permitted by state and federal law.

3. Applicant is not qualified to perform the essential functions of the position, with or without reasonable accommodation, or if such accommodation would impose an undue hardship on the City.
4. Applicant is currently engaging in the use of illegal drugs.
5. Applicant is not of good moral character to the extent that his or her job performance would be impaired or that discredit or risk would be brought upon the City by offering employment.
6. Applicant has made a false statement of material fact or has committed or attempted to commit a fraudulent, illegal, or unethical act.

**Sec. 2.55 Interviews.**

Selection officials shall interview applicants in competitive selection processes who on the record appear to be the best qualified for the position involved. For designated positions, a written summary of interview questions and answers shall be prepared and forwarded to the Human Resources Director for retention. Interviews shall be conducted in a consistent job-related and nondiscriminatory manner.

**Sec. 2.57 Documentation and Notification.**

The Human Resources Director shall devise necessary forms and procedures pertaining to the selection process. Disqualification and selection decisions shall be thoroughly documented by the responsible officials. The Human Resources Director shall be responsible for conducting reference checks of successful applicants. The Human Resources Director shall also respond to any written requests from applicants concerning the reasons for their disqualification or non-selection.

**Sec. 2.60 Employment of Relatives.**

Two or more members of the same immediate family shall not be allowed to supervise each other or to do work under the same immediate supervisor except in emergencies. They may be employed in different units of the same department or in different departments. Should two present employees become immediate family through marriage, both employees may retain employment, however, City Administration retains the right and responsibility to transfer either one of the related employees for the purpose of maintaining the best interest of the City of Columbus. Summer only employees may be exempt from this policy if the department head specifically approves the hiring. The hiring of an immediate family member of a supervisor or department head must be approved by the City Administrator.

**Sec. 2.65 Types of Appointment.**

Appointments of employees to positions under these rules shall be of the following types:

1. Training appointments.

2. Regular appointments. Upon the satisfactory completion of the introductory period, employees are granted regular appointments.
3. Temporary appointments to replace regular employees. Employees may be given temporary appointments, which are limited to no more than one (1) year. Employees who are hired to temporarily fill a position vacated by a regular employee who is on authorized leave, shall, after 90 calendar days of employment, be entitled to sick and holiday leave on the same basis as a regular employee. In addition, should such employee receive an offer of employment to a regular position with the City, while still serving as a temporary employee, they will receive vacation and sick leave credit from the date of their appointment as a temporary employee.

Positions may be full or part-time, and may be occupied by employees under any of the three types of appointments.

**Sec. 2.66 Nondiscrimination Against and Accommodation of Individuals with Disabilities.**

The City complies with applicable federal, state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. The City also provides reasonable accommodation for such individuals in accordance with these laws.

It is the City's policy to:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
2. Administer medical examinations: (a) to applicants only after conditional offers of employment have been extended; and (b) to employees for business necessity.
3. Keep all medical-related information as confidential as possible and retain such information in separate confidential files.
4. Provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would impose an undue hardship on the City.

Qualified individuals with disabilities should make requests for reasonable accommodation to the City's Human Resources Director. On receipt of an accommodation request, the Human Resources Director will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the City might make to help overcome those limitations. The Human Resources Director and City Administrator, in conjunction with those City officials and employees having a need to know, will determine the feasibility of the requested accommodation.

**Sec. 2.67 Equal Employment Opportunity.**

It is the policy of the City to provide equal employment opportunity to all employees and applicants for employment. No person is to be discriminated against in employment because of race, color,

religion, sex, age, national origin, disability, marital status, AIDS/HIV status, genetic information or any other class protected by applicable law.

1. This policy is applicable to all terms, conditions, and privileges of employment including, but not limited to hiring, introductory period, training, placement and employee development, promotion, transfer, compensation, benefits, educational assistance, layoff and recall, social and recreational programs, employee facilities, termination, and retirement.
2. The Human Resources Director, who reports directly to the City Administrator on matters relating to this policy, is responsible for formulating, implementing, coordinating, and monitoring all efforts in the area of equal employment opportunity. The Human Resources Director duties may include, but are not necessarily limited to:
  - a) Assisting management in collecting and analyzing employment data.
  - b) Developing policy statements, and recruitment techniques designed to comply with the equal employment policies of the City.
  - c) Complying with various statutory record keeping and notice requirements in order to ensure full compliance with all employment-related statutes and regulations.
  - d) Assisting supervisory personnel in arriving at solutions to specific personnel problems.
  - e) Serving as liaison between the City and government agencies, minority organizations, and other community groups.
  - f) Keeping City management informed of the latest developments in the entire equal employment opportunity area.
3. Any communication from an applicant for employment, an employee, a government agency, or an attorney concerning any equal employment opportunity matter is to be immediately referred to the Human Resources Director.
4. Employees who feel they are being discriminated against should bring the matter to the attention of their supervisor. If this proves unsatisfactory or the employee is uncomfortable visiting with their supervisor regarding the matter, the employee should contact their department head. If this does not resolve the matter or this would prove uncomfortable, the employee may always contact the Human Resources Director directly or City Administrator.

**Sec. 2.80                    Minimum Age.**

No applicant for employment shall be considered who is less than 16-years of age, and 16 and 17 year-olds shall not be considered eligible for any Job Title that requires the operation of a motor vehicle on public roadways.

**Sec. 2.90                    Processing and Orientation.**

New and reinstated employees shall report to the Human Resources Director as directed for completion of personnel and payroll forms and for a general orientation to the City government, the Personnel Management System, and the City policy of Equal Employment Opportunity. Department heads or their designee shall provide further orientation on such matters as the introductory period, employee rights and responsibilities, assigned duties, level of performance expected, organizational structure and interrelationships, hours of work, safety, and availability of these rules and any applicable supplemental personnel regulations. Each regular employee will be issued a city personnel manual. Those departments who hire temporary and seasonal employees shall have a spare personnel manual available to these workers and shall make time for a review of the manual as a part of department orientation for their temporary and seasonal employees. After this review the employee shall sign an acknowledgement form to be filed in their employee file. Employees should be made to feel welcome and should be especially encouraged to ask questions during their first days of employment.

**Sec. 2.95                    Introductory Period.**

Every employee, except Police Officers & Fire Fighters, including part-time, seasonal, and temporary employees, shall have an introductory period of the first 6 months of work. Police Officers' and Fire Fighters shall have an introductory period of one year. Police Officers one year introductory period begins after the employee has received certification by the Nebraska Law Enforcement Training Center.

The purpose of the introductory period is to permit the supervisors and department heads to closely observe and evaluate the capabilities and willingness of the new employee. During this time, supervisors shall encourage and assist the new employee in making a successful adjustment to the job. Only those employees who meet an acceptable standard of work during the introductory period will be retained. An employee may be dismissed at any time during the introductory period if, in the judgment of the immediate supervisor and department head, the quality of work or the employee's manner or approach to the work do not warrant continuation of employment. The successful completion of the introductory period should not be considered a guarantee of employment of any specific duration.

The department head may extend the introductory period for a period of three months except in the case of Police Officers and Fire Fighters.

Employees promoted within the City service shall be in introductory training for their first six months. During that time the department head may cancel the promotion and assign the employee to the former or a similar position. As with all regular employees who successfully complete their introductory period, promoted employees shall not automatically receive a pay increase because of the satisfactory completion of their introductory period.

## **CHAPTER THREE**

### **SALARY ADMINISTRATION**

#### **Sec. 3.10            Pay Plan.**

It is the policy of the City to have a formal Pay Plan that is reviewed at least annually. Each job in the City, whether occupied, vacant, temporary, full-time or part-time shall have a job description outlining duties, responsibilities, and minimum job qualifications.

#### **Sec. 3.20            Pay Grades.**

Each position or job is evaluated and assigned a pay grade based on internal equity and competitive pay rates, keeping in mind the City's overall financial position.

#### **Sec. 3.30            Salary Survey.**

It shall be the policy of the City insofar as economically possible to remain continually competitive in compensation compared to similar sized cities in the state.

To that end, it shall be the responsibility of the City Administrator to annually review the Pay Plan, taking into account changes in economic conditions, as well as salary trends in similar sized communities and in the local wage market. On the basis of such review, the Administrator shall make recommendations as appropriate to the City Council for changes in the Pay Plan. The City Administrator is authorized to grant pay changes to avoid inequities.

#### **Sec. 3.40            Starting Pay.**

New employees shall normally start work at the minimum of the pay grades to which their positions are allocated if they possess the minimum qualifications for that position.

A candidate for employment having exceptionally good qualifications for the position may be employed initially at a rate higher than the minimum rate; provided the department head and City Administrator approve.

#### **Sec. 3.50            Promotion.**

When an employee is promoted from a position in a lower pay grade to a position in a higher pay grade, the pay of the employee shall be increased as follows:

1. To the first step of the higher grade.
2. If their present pay exceeds the first step of the new grade, to a step of the new grade which is higher than their present salary.

The applicable alternative shall be that which gives the employee an increase in pay.

If the employee is promoted to a higher grade, the employee shall be eligible for a periodic merit pay increase annually on the anniversary date of the promotion.

**Sec. 3.60                    Reclassification to Lower Pay Grade.**

If an employee is demoted, either voluntarily or involuntarily, the employee's rate of pay shall be determined as follows:

1.     If the rate of pay in the higher grade position is more than the maximum rate of pay for the position to which demoted, the rate of pay shall be reduced to the maximum rate of pay of the lower position.
2.     If the rate of pay in the higher grade position falls within the range of the pay grade for the position to which demoted, the rate of pay shall be placed on the next closest step down in the lower pay grade.
3.     The City Administrator may vary the strict application of (1.) and (2.) in any case when such strict application would result in practical difficulties or unnecessary hardship.

**Sec. 3.70                    Periodic Pay Increases.**

Employees shall become eligible for pay increases in the Pay Plan on the annual anniversary dates of their employment or annually on the date of most recent promotion. The supervisor is to evaluate the employee's performance and rate the employee and make a recommendation. No pay increases (including pay step increases and adjustments to the pay steps themselves) will be implemented unless there is a current satisfactory appraisal on file.

If the employee is not at the top of their pay grade, the supervisor may initiate a periodic pay increase at the anniversary date on which the employee becomes eligible or it may be recommended later. The recommendation shall be transmitted through the department head to the Human Resources Director. The department head and/or City Administrator may reject or modify the supervisor's recommendation.

It is the duty of the department heads and supervisors to identify outstanding workers and to recommend to the City Administrator that they be granted special pay increases. Such increases may be used to reward an employee for acquiring a special job certification.

Department heads shall avoid circumstances whereby a special pay increase is recommended to prevent a valuable employee from seeking employment elsewhere. Merit and ability should be recognized voluntarily by the supervisor, not under threat of resignation.

**Sec. 3.80                      Benefits.**

The cash pay of employees by no means constitutes their total pay since employees receive a number of benefits in-kind which have substantial value. Depending on an employee’s status, these benefits could include the following items described here in summary:

<b>Benefit Title</b>	<b>Description</b>	<b>Who Qualifies</b>	<b>Who Pays for It</b>
Call-Back Pay	A minimum payment of 2 hours of overtime pay when called back to work during an emergency	All regular employees	City
Coffee Breaks	Employee working an eight-hour shift normally receives two 15 minute coffee breaks. As a full-time employee, break periods in a week add up to the equivalent of 2 ½ hours of paid break time.	All employees	City
Compassionate Leave	Up to 24 working hours of paid leave for a death or serious injury of an immediate family member or similar personal problem upon approval of department head.	All regular employees	City
Compensatory Leave	Employee may bank time off at a rate of 1 ½ times the number of hours worked in lieu of overtime pay.	All regular employees	City
Deferred Compensation	Employees can deduct pretax dollars from their gross pay into an approved deferred compensation program.	All regular employees	Employee
Dental Coverage	Pays usual & customary charges.	All regular employees working 30 hours or more a week.	City and/or Employee
Vision Coverage	Employee Pays flat rates for different coverages (exam, Glasses, contacts etc...)	All regular employees working 30 hours or more a week.	Employee
Flexible Spending	Employees may use pretax dollars to fund expenses such as childcare, and unreimbursed medical expenses	All regular employees working 30 hours or more a week.	
Health Coverage	A comprehensive major medical program	All regular employees working 30 hours or more a week.	City and Employee
Holiday Pay	The City recognizes 10 holidays. Most eligible employees receive holidays off with pay. Regular employees working on a holiday receive regular pay plus overtime pay for all hours worked during the holiday.	All regular employees	City
Job Posting	Opportunity to be considered for posted positions.	All employees	City

Life Insurance	City pays for group term life insurance for regular 30 hour employees. Optional supplemental life is also available through payroll deduction.	All regular employees working 30 hours or more a week	City
Long Term Disability Coverage	An income protections plan that pays covered employees 60% of their gross pay after having been disabled 180 days for a qualifying condition.	All regular employees working 30 hours or more a week.	City
Pension	Matching contribution program to provide an employee with pension benefits at retirement Current match city 6% and employee 6%. Police officers and firefighters contribute to their pension plans as mandated by Nebraska law.	Regular employees meeting hours and age requirements	City and Employee
Sick Leave	Employees accumulate one sick day per month that can be used when ill, up to a maximum of six month's worth of work hours.	All regular employees working 20 hours or more a week.	City
Vacation	Full-time regular employee receives 10 days after 1 year; 15 days after 6 years; and 20 days after 15 years. Part-time regular employees' vacation time is prorated based on hours worked	All regular employees working 20 hours or more a week	City
YMCA	Discounted membership rate available with payroll deduction.	All regular employees working 20 hours or more a week.	Employee

**Sec. 3.85 Pay Periods.**

The pay period shall be a period of two weeks, beginning with the 12:01 a.m. Sunday shift and ending with the last p.m. shift on Saturday.

Pay will be issued biweekly on Friday following the end of a pay period. If a bank holiday falls on a Friday payday, an attempt will be made to issue pay one day early. If a City holiday and not a bank holiday, falls on a Friday payday, pay will be issued Friday.

Terminating employees will receive their final pay on the next regular payday when the pay would normally be due. Terminating employees should make arrangements with their supervisor concerning their final pay.

**Sec. 3.90 Bi-Weekly Payroll Processing.**

Employee status changes and salary adjustments are to be forwarded to the Human Resources Director for review and City Administrator's approval on the Wednesday before pay week.

Employees should have their signed timesheets completed and forwarded to their supervisor on or before their last day of work in each time period. Timesheets should be delivered to the Finance Department by 9 a.m. each Monday of each pay week.

The City may make payments for wages and reimbursable expenses by electronic funds transfer or similar means of direct deposit.

The City Clerk's Office will distribute pay stubs to department heads or their designees after 8 a.m. on each payday.

**Sec. 3.96 Employee Recognition.**

Department heads and supervisors have a duty to identify and recognize outstanding performance by employees. The Municipal Recognition Program is the procedure for the granting of awards. A copy of the Municipal Recognition Program is available from the Human Resources Department.

**Sec. 3.97 Payroll Deductions and Reductions.**

Generally a difference exists between "gross earnings" and your "take-home pay" otherwise known as your "net earnings". Two reasons account for that difference: deductions required by federal and state government, and voluntary deductions authorized by the employee. All such deductions are shown on your pay stub.

1. Automatic Deductions:

- a) Federal and State withholding tax:  
Amounts withheld for taxes are based on your earnings, marital status and the number of exemptions claimed. Nebraska employees will complete a W-4 form known as the Employee's Withholding Exemption Certificate for both federal and state taxes. Federal and State tax deductions are done in accordance with law and the money deducted from your pay is remitted to the government as required.
- b) Social Security & Medicare (FICA – Federal Insurance Contribution Act):  
Each employee of the City, as required by law is to participate in this program. It is designed to provide retirement, disability, medical, and death benefits. Deductions are made at a rate established by law.

2. Other Required Deductions:

- a) In some cases, additional required deductions may include court ordered wage garnishments, wage assignments, third party levies, and income-withholding orders (child or spousal support) levied against an employee's pay. Under the federal Child Support Enforcement Act of 1984, income-withholding orders for child support take priority over all other wage withholding orders.
- b) While it is not the intent of the City to become involved in the personal affairs of its employees, we are required to follow court ordered deductions from pay. The employee will be notified by the Finance Department upon receipt of the court order. The Finance Department is responsible for computing the dollar amount legally allowed to be withheld from the employee's check. Employees may need to complete a form indicating dependents.

3. “Dock in Pay” Deductions:

- a) A dock in pay will occur when a request for leave time exceeds the leave balances available. Currently, when sick pay is requested, and no sick leave balance exists, the City will reduce vacation or compensatory time, if available. If vacation or compensatory pay is requested, and no leave is available, then a dock in pay may occur. As well, if sick pay is requested, and no other leave is available, a dock in pay may also occur.
- b) Non-Exempt Employees: Non-exempt employees are defined by the hours they work. Therefore, when all leave balances are exhausted the system will automatically create a dock in pay for the pay period in which the request exceeds the leave balance.
- c) Exempt Employees: Since exempt employees are not paid based on hours worked, there are certain rules pertaining to an institution’s ability to dock pay for use of leave above and beyond the balance available. For example, the City may make deductions when an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability. Also, the City may make deductions from pay for absences of one or more full days occasioned by sickness or disability if the exempt employee has exhausted his or her leave allowance under other City leave plans, such as vacation and sick leave.
- d) The City prohibits improper pay deductions for exempt status employees leaves. To insure that exempt employees are not put in exempt status jeopardy because of an improper deduction for leave, an employee should notify the Human Resources Department if they believe an improper deduction for absence has been made. If the deduction is found to be improper, the City will reimburse the employee’s paycheck for the amount deducted.

4. Voluntary Deductions or Reductions:

These deductions must be authorized by the employee, by completing and signing the appropriate form and bringing it into the Finance Department. These deductions remain in effect until the employee notifies the Human Resources Department or the Finance Department in writing of the change, or the Human Resources Department notifies the employee that a new enrollment is necessary.

Deductions may include a variety of approved contributions or payments.

Reductions include pension and deferred compensation contributions, flexible spending contributions, and health and dental premiums.

5. Deductions from Final Paycheck:

Upon termination of employment for any reason all employees are required to return City materials, property and equipment issued to the employee and to pay the City any money the employee may owe the City. Otherwise, the City may withhold corresponding amounts from the employee's final paycheck as authorized in the Acknowledgement Form to this handbook.

## CHAPTER FOUR

### HOURS OF WORK AND OVERTIME

#### **Sec. 4.10 Hours of Work.**

Department heads shall establish working schedules to meet their special need, provided that no schedule with eight hour shifts shall under normal circumstances call for more than 40 hours a week.

#### **Sec. 4.15 Travel Time.**

The following guidelines shall be used in determining if travel time is to be considered as work time:

1. Home-to-work travel is not counted as hours worked.
2. Travel to and from work in emergency situations is counted as hours worked.
3. Time spent traveling to and from other cities on required assignment is counted as hours worked. Travel and work that extends over a 24 hour period, such as a multi-day educational seminar held outside of Columbus, requires a Travel Request form to be given to the department head for written approval.
4. Travel that is all-in-a-day's work is counted as work time.

#### **Sec. 4.20 Overtime.**

If requested to work overtime, an employee will be expected to do so unless the employee is excused for good cause.

Except for "exempt" employees, who do not qualify for overtime, overtime hours are based on hours worked in excess of 40 hours in a normal work week. For the purpose of determining overtime, only the following hours are counted towards hours worked: vacation, holiday, procedural and administrative leave, and compensatory time used except for Firefighters and Fire Lieutenants. All other hours are not considered hours works for the purpose of calculating overtime. For Firefighters and Lieutenants the overtime rate is applied to all hours worked over 106 hours in a 14 day work cycle. For Police Officers and Sergeants working 12 hour shifts, overtime is computed on a 14 day work cycle.

Overtime pay at the rate of one and one-half times the regular hourly rate of pay shall be paid as follows regardless of whether 40 worked hours accrued in the pay period:

1. For all time worked as a result of being called back to work on a regular work day or a scheduled day off, during an emergency such as snow removal, fire or official court appearance. In such cases the employee will receive a minimum of two hours overtime pay or one and one-half times the regular rate of pay for the actual hours worked, whichever is

greater. However, an employee asked to return for an emergency callback cannot claim a second period of two (2) hours of emergency callback pay while they are still being paid for the first two (2) hour period.

2. To an employee who is required to work during the time period a holiday is observed for the time worked during the 24 hour holiday period (not applicable to Firefighters and Lieutenants).

When budgetary restraints are compelling, department heads may order employees off the job before the end of the work week to avoid payment of overtime compensation.

Overtime hours must have the approval of the department head and should be approved in advance whenever possible. This applies only to overtime of non-exempt employees. Approval shall be indicated by the department head initialing the employee's time sheet. In-lieu of pay for overtime under (1) and (2), an employee may be granted compensatory time upon approval of the department head (see 4.30).

#### **Sec. 4.25                    Carrying a Pager or Other Electronic Device.**

Carrying an electronic device while off duty does not constitute hours worked. These devices allow employees to effectively use the time for their own purposes and, consequently, such time is not compensable. However, the City expects that employees will refrain from consuming alcoholic beverages and a response time of 30 minutes while being required to carry these devices. When carrying an electronic device results in frequent "call ins", a pager benefit payment in addition to hours worked compensation will be studied. In unusual or emergency circumstances the City Administrator may authorize a temporary benefit in lieu of normal study. In the Streets Department during the winter season and in the Sanitary Sewer, Wastewater Treatment, and Water Departments, a 'Call Pay Fee' of one and one half (1½) hours has been implemented for each 24 hour period of being on call. Salaried employees can become eligible for pager compensation. For example, Police Captains receive \$200 a month. When a substantial amount of the minutes of an employee's personal cell phone is being spent answering city related calls, a \$10 monthly cell phone stipend may be implemented. As telecommuting situations occur, employees may be reimbursed for documented hours worked.

#### **Sec. 4.30                    Compensatory Time.**

At the option of the department head, employees may be granted compensatory time off with pay in-lieu of pay for hours worked. If hours worked are eligible for overtime pay, 1.5 hours will accrue for each overtime hour worked. If the hours over 40 hours in a week are not eligible for overtime, one hour will be banked for each hour worked. Should the employees accrue over 240 hours of compensatory time, the overage will be automatically paid out with the next pay check. Any employee having accrued compensatory time may, upon termination of employment, be paid for such hours of unused compensatory time, not to exceed 240 hours, at a rate of compensation not less than the average regular rate received by the employee during the last three years of employment or the final regular rate whichever is greater. Compensatory pay will be paid out in a lump sum at separation.

**Sec. 4.31                    Shift Differential.**

A 50 cent an hour differential credit will be paid to covered employees who are required to work between 6 p.m. and 6 a.m. The Fire Department is exempted from this benefit due to their unique work schedule.

**Sec. 4.40                    Exempt Employees.**

Department heads, certain supervisors, and other employees designated by the City Administrator shall not be paid overtime for hours worked in excess of 40 hours per week. Exempt employees are expected to work whatever hours are necessary to complete their work and average at least 40 hours per week. Requests for extended time off will be reviewed by the City Administrator. The exempt positions are as follows:

- |                                 |                            |
|---------------------------------|----------------------------|
| City Administrator              | Golf Course Superintendent |
| City Clerk                      | Human Resource Director    |
| City Engineer                   | Library Director           |
| Communications Director         | Police Captain             |
| Community Development Director  | Police Chief               |
| Finance Director/City Treasurer | Public Property Director   |
| Fire Chief                      | Public Works Director      |

Deductions from pay of exempt employees may be made for disciplinary suspensions of one or more full days imposed for violation of major safety rules or workplace conduct rules.

**Sec. 4.45                    Volunteer Time.**

Volunteer time is any time spent working on a project or task which may be City-related but is entirely voluntary and not required by the department head nor directly related to their position with the City. Such time is not compensable, and any injuries or illnesses occurring during such volunteer time shall not be considered work-related for workers' compensation purposes. Work performed by an employee on a volunteer basis is not compensable.

**Sec. 4.50                    Break Periods**

While there are no federal or state laws requiring a paid break period in addition to a lunch break, it is the policy of the City to provide employees with a paid rest period from their normal duties.

1. One 15 minute break period may be permitted during each four hours of work or as approved by the department head to accommodate department work schedules.
2. Break periods should be scheduled by department heads or supervisors so services rendered by the department are not interrupted.

3. Break periods should not be scheduled shortly after an employee reports for work or shortly before an employee's shift ends. However, a break period twice a day is not an employee right. Work flow problems may make it impossible on occasions to provide a break in a given four hour period of work.

**Sec. 4.70                      Disaster Policy.**

If Columbus should be struck by a tornado, flood, earthquake, severe wind storm, a major hazardous material incident, or other disaster, all regularly scheduled off duty employees are required to report to their work place, for regularly scheduled work shifts, in person if possible, otherwise by telephone, unless otherwise notified by a supervisor. If the employee is not needed, s/he will be released to go home. Persons suffering personal injury to themselves or members of their household or loss of property during the disaster are not normally expected to report to their work but should report to their supervisor or department head daily or as directed by management.

## CHAPTER FIVE

### LEAVE BENEFITS

#### **Sec. 5.00           Vacation.**

The vacation benefit is to provide all regular employees with a paid leave for personal use as recognition for past services.

Regular full-time and regular part-time employees who are scheduled at least 20 hours a week are eligible to start using vacation hours after completion of 12 months of employment.

Regular full-time employees shall be granted vacations based at the following accrual rate:

1.       80 hours paid vacation after one (1) full year of continuous employment.
2.       120 hours paid vacation at six (6) full years of continuous employment.
3.       160 hours paid vacation at fifteen (15) full years of continuous employment.

The vacation accrual rate for regular part-time employees who are designated as being on a 20 hour or more classification will have the same vacation accrual rate per hour worked as a regular full-time 40 hour employee with the same years of experience. For example:

A full-time 40 hour employee accrues 80 vacation hours at the end of the first year of employment based on working 2080 hours in a year. This is an accrual rate of .0385 of an hour of vacation accrual for every hour worked. If a regular part-time 20 hour a week employee works a total of 1040 hours the first year, the employee will accrue 40 hours of vacation. If the employee works 1200 hours, the employee will accrue 46.2 hours of vacation in a year.

Arrangements for vacation time and approval by the department head or their designee should be made at least four weeks in advance whenever possible. A department head may ask that a written vacation request be turned in so they can be pre-approved. Whenever a conflict arises in scheduling employees for vacation, seniority will be an important consideration in resolving the issue.

Employees may carry up to two years of accrual based on their current employment status. However, any accrual of more than two years will be removed from the records. Vacation accrual shall continue until separation of employment, however, no accrual shall occur on the last paycheck. Having several weeks of vacation accrual does not guarantee an employee the right to use it in a single period of time. Vacation time is to be worked into the department schedule and the maintenance of city service is the first priority. Fire Lieutenants shall accrue vacation leave at the rate stated in the Firefighter contract. Since Firefighters and Lieutenants receive a designated holiday benefit regardless of hours scheduled on a holiday, paid vacation may be used to replace scheduled work hours on an observed holiday.

Pay in lieu of vacation for full-time 40-hour employees is not permissible. The only exception to this

policy would be at the City's request and only upon the approval of the City Administrator. Vacation leave will not accrue while an employee is on a leave of absence without pay. If a holiday occurs during the time an employee is on vacation leave, the employee will not be charged a vacation day for the holiday.

At the time of separation, the employee will be paid for all unused accrued vacation leave up to the maximum amount which can be accrued. This accrued vacation pay can be paid out in a lump sum at separation, or can be paid out biweekly until the end of the month of separation in order to maintain health and dental coverage. All insurance coverages end at the last day of the month in which the employee's last day of work occurs.

Vacation pay will not be paid in advance but will be included in the payroll period which includes the vacation period.

Because we recognize the importance of providing our employees with time off for rest, recreation, to recuperate from an illness, to attend family and other personal activities or for whatever purpose our employees deem appropriate, the City grants annual vacation to eligible exempt and non-exempt regular, full-time employees. Regular full-time employees become eligible for vacation upon the successful completion of their Introductory Period. The amount of vacation to which you are entitled depends upon your length of service with the City. Once a regular full-time employee becomes eligible, vacation becomes available based on your length of service with the City according to the schedule below and subject to certain employment conditions.

Employees shall accrue vacation each year as follows:

<i>Years of Service With City</i>	<i>Annual vacation Accrual</i>	<i>Vacation Accrual Per Pay Period</i>	<i>Maximum Vacation Allowed In Employee's Vacation Bank</i>
After completion of Introductory Period-5 years	80 hrs	.0385 of an hour of vac. accrual for every hour worked.	160 hrs
6 years-14 years	120 hrs	4.61 of an hour vac. accrual for every hour worked	240 hrs
15 years+	160 hrs	6.15 of an hour vac. accrual for every hour worked	320 hrs

Once an employee has reached the maximum vacation accrual, the employee will not accrue additional vacation until the employee uses some vacation time so as to fall below the maximum accrual limit.

Whenever possible, we ask that all requests to use vacation and changes to those requests be made as far in advance as is possible. Shorter notice may be allowed in cases of emergency, with notification to your supervisor as soon as practicable. The earliest requests and/or changes in advance of the specific day requested will be given priority in determining which requests can be granted based on work requirements and citizen demands. In the event that multiple requests are turned in at the same time and production needs can't accommodate them all, the City Administrator reserves the right to determine which requests will be granted so as to accommodate the needs of the City.

Time taken as vacation does count towards hours worked for overtime purposes.

The purpose of vacation is to give you a chance to rest, relax and spend time on activities other than work. Therefore, you may not take your paid time off benefit as extra pay in lieu of time off. Upon separation, you will be paid accrued but unused vacation. Accrued vacation may not be used after a notice of termination has been given.

#### **Sec. 5.20                      Sick Leave.**

The sick leave benefit was instituted to provide continued earnings to eligible employees during short spells of illness or injury. Regular employees who are scheduled for 20 hours a week or more are eligible for sick leave benefits based on hours worked. The maximum accrual is prorated based on the employee status.

Full-time 40-hour employees accumulate sick leave benefits at the rate of eight hours per month up to a maximum 1,040 hours which is approximately six months of paid work time. Once an employee has accumulated 1,040 hours of sick leave it will not accumulate further. So, for example, if an employee has accumulated 1,040 hours of sick leave and is sick or injured for five 8 hour days, the accumulated sick leave would be lowered 40 hours until such a time as the employee builds up their accumulation again. Fire Lieutenants shall accrue sick leave at the rate and maintain the same accrual as stated in the Firefighter contract.

Sick leave is basically an "insuring" benefit. However, employees will be paid 25% of the accumulated sick leave benefit at retirement if they have at least 15 years of service and are age 55 or older. Employees will be paid 50% of the accumulated sick leave benefit at retirement if they have at least 20 years of service and are age 55 or older. If an employee dies with hours remaining in the sick leave account, 100% of this accumulation will be paid to the same beneficiary as is named in the City life insurance policy records for that employee.

Employees will not be paid for sick leave during the first six consecutive months of qualified employment. However, benefits will be accumulating at the prorated rate from the date of employment if the months of employment are consecutive qualified employment.

Absence due to illness or injury must be reported to the department head or immediate supervisor as soon as possible. Failure to report the absence before the hour of duty may result in loss of sick leave pay. Absence due to illness or injury must be reported each day, unless the employee and department head have personally agreed to more extended periods of time. If an employee is absent without permission and is not in fact ill, the supervisor may cause a deduction in pay to be made from the

employee's next paycheck for the number of hours absent from work.

Administration or department heads may request a physician's certification of illness from an employee for any sick leave, regardless of duration.

Abuse of sick leave benefits will result in disciplinary action and may be grounds for termination.

An employee may take sick leave: for illness of a member of the employee's immediate family, including dependents, that require the employee's personal care and attention in the judgment of the department head; enforced quarantine of the employee in accordance with community health regulations; a visit to a medical professional such as a doctor, dentist, or optometrist. Such appointments shall be scheduled in cooperation with the supervisor.

Sick leave benefits will not generally be paid for illnesses which occur during a scheduled vacation or scheduled days off. If an employee has an emergency inpatient hospitalization during a scheduled vacation the department head may grant the use of sick leave. If a holiday occurs during a period of illness the employee will receive holiday pay for that day in lieu of sick leave. Because of the unique holiday payment for Fire Lieutenants and Firefighters, it may be possible to receive payment of sick leave during scheduled holiday work hours with the approval of the Fire Chief.

### **Sick Leave Bank**

The purpose of the City of Columbus Sick Leave Bank is to provide additional paid leave for regular employees or the employee's spouse or resident minor children who have exhausted their accrued sick, vacation and compensatory leave benefits as the result of a catastrophic illness or injury. The Bank serves as a depository into which participating employees may voluntarily contribute leave for allocation to other participating employees. The purpose of the bank is not to provide unlimited paid sick leave for any medical reason but to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or injury.

In the event a regular employee is diagnosed, or the employee's spouse or resident minor children are diagnosed with a severe illness that results in prolonged absences, use of the Sick Leave Bank may be requested. A request to utilize the Bank will be made to the department head and with the approval of the City Administrator.

#### **Establishment of the Sick Leave Bank**

The bank will be established through the voluntary contribution of one leave day by active full-time employees during an initial enrollment period. Contributing a leave day establishes membership in the Bank and eligibility to apply for withdrawal from the Bank.

Once the Bank has been established, an open enrollment period will be held annually during the month of September. During the enrollment period, any eligible employee may join the Bank for the following fiscal year by contributing one leave day. In order to remain a member in good standing, current Bank members must voluntarily make an annual contribution of one leave day each September at the time of initial enrollment. Should the Bank reach a balance of forty-five (45) or fewer available days, a special contribution period may be opened. If any days remain in the Bank at the end of the fiscal year, they will be carried over to the next fiscal year.

The program will be operated under the following additional guidelines:

- 1) Eligibility is discontinued upon termination of employment, retirement, death, or failure to donate a leave day the following fiscal year(s). No payment of benefits will be made to survivors.
- 2) Membership continues from year-to-year with annual reduction in one leave day until/unless the member submits a revocation form to discontinue membership to Human Resources.
- 3) Employees must waive all claims to leave voluntarily donated sick leave in the Bank, including any monetary or retirement-related value the days may hold.
- 4) The Bank is available to those employees who have completely exhausted all sick, vacation and compensatory leave and who are not receiving disability or Worker's Compensation.
- 5) Employees joining the Bank must have eighty (80) leave hours remaining after making a donation.
- 6) Employees who wish to voluntarily participate in the Sick Leave Bank must sign a statement accepting these terms of the Bank.
- 7) Employees may not designate a particular individual to receive or to not receive their donated leave.
- 8) A request to utilize the Bank may be denied if the member fails to provide any requested documentation.
- 9) The Bank will be administered in accordance with the Americans with Disabilities Act and Family and Medical Leave Act requirements.
- 10) The maximum amount of donated sick leave any employee can receive shall be 960 hours.

**Sec. 5.30                    Administrative Leave.**

Department heads may make requests for employees paid administrative leave to the City Administrator, if approved, such leave will not be chargeable to vacation leave under the following circumstances:

1. With department head approval, employees who are members of Civil Defense, Volunteer Fire Department or are assisting with preparation, response, cleanup from a disaster, or are put on procedural administrative leave may qualify for administrative leave during scheduled work hours without loss of pay.
2. In the event of the death of a current or former City official or employee, employees may receive approved administrative leave time to attend the funeral provided adequate staffing can be maintained for the functioning of all city departments.

**Sec. 5.31 Jury Duty/Witness Leave.**

In the event an employee is summoned to jury duty, the employee must notify his or her supervisor immediately after receiving such notification. If the employee is required to serve jury duty and this interferes with their regularly scheduled work day, the employee will not suffer loss of earnings. However, the employee must promptly turn over all jury pay to the City. Mileage payment for travel during jury duty is not considered a part of jury duty pay.

An employee must report for work on any day they are not assigned to jury duty and must report for work immediately upon the conclusion of their jury service. If approved by the supervisor, an employee may start their shift earlier than normal or finish their shift later in order to facilitate workflow.

An employee called to be a witness in a court or administrative proceeding is entitled to receive their regular rate of pay for time spent as a witness for those matters arising out of and related to the performance of their official duties for the City. However, the employee must promptly turn over all witness fees to the City. Paid witness leave is not available for time spent as an expert witness, for matters relating to any disciplinary or other action against the employee, or for matters that did not arise out of or are not related to the performance of the employee's official duties for the City. All decisions regarding witness leave shall be resolved at the sole discretion of the City Administrator.

**Sec. 5.32 Voting Time.**

Any employee whose work schedule conflicts with the opening and closing hours of the polls will be given time off to vote. The employee must request the leave of absence for voting prior to or on election day and the supervisor may specify the period of absence

**Sec. 5.35 Election Work.**

If service as an election official is required by state statute as it is for jury duty, working as an election official is considered to be a public duty. The check you receive for serving as an election official must be signed and provided to City's Finance Department.

**Sec. 5.40 Workers' Compensation.**

As required by law, the City shall carry Workers' Compensation Insurance. This insurance shall cover work related accidental injuries, illnesses, or death while at work with the City.

All accidents must be reported immediately to an employee's immediate supervisor. The employee should complete an incident report, and give it to his/her supervisor who will promptly forward it to the department head for their analysis and signature. The department will promptly forward the incident report to the Human Resources Director office or will require the employee to personally bring the report to the Human Resources Director office for processing.

Repeated laxity in reporting injuries can result in disciplinary action.

If medical treatment costs are incurred, bills should be promptly sent to the Human Resources Director. This information will be submitted to the insurance company to determine if the injury is compensable.

Compensation payments are determined by state and federal regulations. A seven day waiting period is normally involved before compensation begins.

However, if an employee is injured in the line of duty and is unable to work, the employee shall receive full pay from the City less the amount of any Workers' Compensation payments for up to six months after the date of such covered injury. When an employee receives Workers' Compensation checks from the insurance company for temporary total and partial disability benefit, the checks are to be immediately turned over to the City since the employee is already being paid for the lost wages.

The City will not retaliate against an employee for seeking or receiving Workers' Compensation benefits to which they are entitled. Employees believing that they have been retaliated against must bring the matter to the attention of their supervisor. If this proves unsatisfactory or the employee is uncomfortable visiting with their supervisor regarding the matter, the employee should contact their department head. If this does not resolve the matter or this would prove uncomfortable, the employee may always contact the Human Resources Director directly.

**Sec. 5.50                    Holiday Leave.**

The City shall observe the following holidays during the year:

New Years Day	January 1
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas	December 25
Personal Holiday	One personal day off chosen by employee

Regular full-time employees are entitled to paid leave in observance of these holidays. These holidays are to be taken in whole day increments. The pay record and/or time sheet will be recorded as "holiday

pay" and will be equal to the number of normally scheduled work hours for the employee's shift at the regular rate of pay except for Firefighters and Lieutenants. In addition, a regular employee may take two hours of holiday time one day a year to attend a religious observance of their faith.

If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. For City departments or work groups who are normally scheduled to work on holidays, the department head may elect to have the work group observe the holiday on its actual day even when the holiday is on a weekend.

An employee terminating before the actual holiday is not eligible for holiday pay. Regular employees, except for Firefighters and Lieutenants, scheduled to work during an observed holiday will be paid their regular rate of pay for the scheduled holiday hours as a part of the employee's holiday compensation. These hours are to be recorded as holiday hours on the time sheet. The employee will also receive one and one half times their regular rate of pay for all hours worked on the holiday except for Firefighters and Lieutenants who receive regular rate of pay.

Except for Firefighters and Lieutenants, all regular employees called in to work on an observed holiday will receive their normal holiday leave hours written into the holiday section of the time sheet. They will also receive one and one half times their regular rate of pay for the hours worked on the holiday. For example, a Water Department employee called in to work for two hours on Veterans Day will receive eight hours of holiday pay plus two hours of overtime for working on the holiday.

A regular part-time employee who would have normally been scheduled to work but was granted the time off on an observed holiday will receive the time off and their regular pay for that observed holiday.

Temporary and seasonal workers will receive one and one half times their regular rate of pay for all hours worked on an observed holiday.

**Sec. 5.60                    Leave of Absence Without Pay.**

A leave of absence may be granted to an employee for a compelling reason.

For purposes of accruing benefits the following criteria will apply:

1. All benefits that operate on an accrual basis will cease to accrue during any period of unpaid leave.
2. Benefits which are accrued up to the time of the leave of absence will be retained. Employees taking a leave of absence must first use up accrued compensatory time, vacation, and if appropriate, sick leave. The employee will also become responsible for paying their insurance premiums if they will be off work for at least one month after accrued compensatory time, vacation and if appropriate, sick leave are exhausted.

All requests for a leave of absence must be in writing and approved by the department head and the City Administrator.

A request for a leave of absence should be submitted at least two weeks in advance. An exception to this policy may be granted in emergency or special cases as approved by the department head and City Administrator.

An employee will be reinstated to his original position whenever possible after a leave of absence. However, the City does not guarantee the availability of the same position, in which case an attempt will be made to place the employee in a similar position, if available. Failure of the employee to return to work at the expiration of the leave of absence will result in disciplinary action and may result in termination retroactive to the starting date of the leave.

An employee must make arrangements with the Finance Department before going on a leave of absence for payment of voluntary payroll deductions such as health insurance, or long term disability insurance, if the employee will not receive enough pay to cover the deductions for one or more payroll periods. If, during an approved leave, an employee desires to have the City continue its contributions toward insurance coverages such as life insurance and health insurance (assuming family medical leave does not apply 5.70), the employee must use at least 30 hours of paid leave per week to maintain the City contribution. When the employee no longer has any paid leave, then the employee must pay the entire cost of the premium for the remainder of the approved leave to keep coverages in force. Ordinarily, a leave of absence will not be granted for more than three months. However, leaves for a specific purpose, such as military service or educational programs may be granted for longer than three months. No leave without pay shall be granted if, when combined with all other types of leave which the employee has taken or is available to the employee, will exceed a period of one (1) year's total leave except for employees covered by required military duty and as pursuant to military orders.

A holiday which occurs during an unpaid leave of absence of 14 days or more will be forfeited, no matter when the holiday falls in the leave period.

If an absence due to illness or injury extends beyond the accrued paid sick leave days, questions concerning benefits, etc. should be referred to the Human Resources Department for interpretation. The City may require certification, on a periodic basis, of an employee's continuing illness or disability by the employee's physician and/or a physician selected by the City. Applicable benefits may also be available under the Family Leave Policy.

## **Sec. 5.70                    Leave of Absence (Family Medical Leave & Military Family Leave).**

The City will comply with the Family Medical Leave Act of 1993.

### **I.            Eligibility for Leave**

- A. Any employee who has been employed by the City at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) months preceding the commencement of the leave of absence is eligible for an unpaid family or medical leave of absence if certain conditions are met (“eligible employee”). In appropriate circumstances, the eligible employee will be returned to the same or an equivalent position following the leave.

- B. An eligible employee is entitled to family and medical leave for one or more of the following reasons:
- (1) birth of a son or daughter, and care for the newborn son or daughter, if concluded within twelve (12) months of the birth of the child;
  - (2) placement with the employee of a son or daughter for adoption or foster care, if concluded within twelve (12) months after placement;
  - (3) care for the employee's spouse, child, or parent who has a serious health condition;
  - (4) inability of the employee to perform the functions of his or her position due to a serious health condition;
  - (5) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; or
  - (6) care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next-of-kin of the servicemember.

## **II. Required Notice**

- A. If the necessity for the leave is foreseeable, an employee must provide the City with thirty (30) days advance written notice of a request for leave. Leave is deemed to be foreseeable if it is for an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered servicemember. If 30 days notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. It should be practicable for the employee to provide notice of the need for leave either the same day or the next business day.

## **III. Medical Certification**

- A. An employee requesting leave based on a serious health condition, whether it involves the employee or family member, must obtain a medical certification form. The medical certification form must be completed and signed by the employee's health care provider. All FMLA forms may be printed from the U.S. Department of Labor website: <http://www.dol.gov/esa/whd/fmla>, or you can obtain the forms from the Human Resource Director.

The completed certification form (FMLA) must be submitted within fifteen (15) calendar days of the requested leave, unless it is not practicable under the particular circumstances. Failure to provide the required medical certification may result in denial of all privileges and benefits under this policy and result in denial of re-employment upon completion of the leave.

- B. In all cases of leave for medical reasons, the City reserves the right to request a second medical opinion, at the City's expense, if the validity of the first medical certification is in doubt. The City shall designate the health care provider to furnish the second opinion. If the opinions of the employee and the City's designated health care providers differ, the City may require the employee to obtain a third medical opinion at the City's expense. The third health care provider will be chosen jointly by the City and the employee. The third opinion is final and binding.

The City may request recertification no more often than every thirty (30) days, except where the employee requests an extension of leave or circumstances described by a previous certification have changed significantly. However, if the medical certification indicates that the minimum duration of the condition is more than 30 days, the City must wait until that minimum duration expires before requesting a recertification. In all cases, the City may request a recertification of a medical condition every six months in connection with an absence by the employee. The City may request recertification in less than 30 days if: 1) the employee requests an extension of leave; or 2) circumstances described by the previous certification have changed significantly; or 3) the City receives information that causes doubt upon the employee's stated reason for the absence of the continuing validity of the certification.

#### **IV. Service members Certification**

- A. An employee requesting leave based on a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, must provide the employee's supervisor with a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service.

An employee requesting leave based on a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, must also obtain a certification form from the Human Resource Director or U.S. Department of Labor website that must be signed and completed by the employee. The completed FMLA form must be submitted within fifteen (15) days of the requested leave, except in unusual circumstances. Failure to provide the required certification may result in denial of all privileges and benefits under this policy and result in denial of re-employment upon completion of the leave.

- B. An employee requesting leave to care for a covered servicemember with a serious injury or illness, must obtain a certification form from the Human Resource Director or U.S. Department of Labor website that must be signed and completed by the employee. The completed certification form must be submitted within fifteen (15) days of the requested leave, except in unusual circumstances. Failure to provide the required medical certification may result in denial of all privileges and benefits under this policy and result in denial of re-employment upon completion of the leave.

In lieu of a certification, the employee may submit as certification “invitational travel orders” or “invitational travel authorization” issued to any employee’s family member to join a qualified injured or ill servicemember at his or her bedside.

**V. Length of Leave**

- A. Each eligible employee may be granted an unpaid family and medical leave, including maternity leave, for a period up to twelve (12) weeks (during any twelve (12)-month period). In determining eligibility for leave, a "rolling" twelve (12) month period is used, measuring backward from the date the employee first uses the leave.
- B. An eligible employee may be granted an unpaid family and medical leave to care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces, for a period of up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for the servicemember. Leave to care for an injured or ill servicemember, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.
- C. An employee requesting leave will be required to use any unused accrued vacation, comp time and sick leave as part of the FMLA leave. Once such accrued vacation, comp time and sick leave is exhausted, the balance of the employee’s FMLA leave will be without pay.

**VI. Benefits during Leave**

- A. An employee on a family or medical leave will be retained on the City’s health plan under the same conditions as active employees, except that the employee must make arrangements with the payroll administrator for timely payment of the employee's portion of the premium in order to continue such coverage, and if any premium payment is more than thirty (30) days late, coverage will be lost during the period of the leave. In circumstances where an employee is on paid leave (*i.e.*, the use of sick leave or vacation while on FMLA leave), the appropriate deductions will be made in the same manner as the employee's regular paycheck. All benefits that operate on an accrual basis will cease to accrue during any period of unpaid leave.

- B. In the event that an employee fails to return from leave, consistent with the terms of this policy, the employee will be liable for the premiums paid by the employer to maintain insurance coverage unless:
  - (1) the employee's failure to return to work stems from the continuation, recurrence, or onset of a serious health condition of the employee or a family member; or
  - (2) the failure to return stems from circumstances beyond the control of the employee.

**VII. Return from Leave**

- A. An employee returning from leave will be reinstated to the same or an equivalent position upon his or her proposed return to work date, except that the employee will not be entitled to any employment rights or benefits greater than those he or she would have had in the absence of taking such a leave.
- B. In dealing with leaves involving a serious health condition of an employee, as a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, the City must receive a fitness-for-duty certificate from the employee's health care provider stating that the employee is able to resume work.

**VIII. Reduced Work Schedule**

In limited circumstances, an employee who is eligible for family or medical leave may be permitted to work a reduced schedule or receive periodic time off from work.

In cases of a serious health condition of the employee or a family member, such leave may be permitted in circumstances when it is medically necessary, but appropriate medical certification will be required. In dealing with planned medical treatment, an employee is required to make reasonable effort to schedule the treatment so as not to unduly disrupt the City's operations, and the City reserves the right to request rescheduling of such treatment in appropriate circumstances. Further, where a reduced work schedule is based on planned medical treatment, the City reserves the right to temporarily transfer the Employee to a comparable position that better accommodates the employee's recurring periods of leave.

Any time permitted based on a reduced work schedule will be treated in the same manner as absence under the family and/or medical leave policy, and such absence will be counted against the leave permitted under the policy.

**Sec. 5.80                   Absence Without Leave.**

Employees failing to report for or remain at work as scheduled or directed without proper notification, authorization, or excuse shall be considered absent without leave, shall not be in pay status for the time involved, and shall be subject to appropriate disciplinary action. Absence without leave for more than three work shifts or in the case of a firefighter, two work shifts, shall be considered an abandonment of their duties, which shall ordinarily result in dismissal.

**Sec. 5.85                   Continued Employment While on Leave of Absence**

Employees who are on an approved leave of absence, whether paid or unpaid are normally prohibited from outside employment with another employer or being self-employed while on such leave unless the employee's written disclosure of the employment relationship is approved by the City Administrator. Military orders would be considered an exception to this rule. Employees who are found to be engaged in outside employment while on a leave of absence may be disciplined up to and including termination.

**Sec. 5.90                   Compassionate Leave.**

In the event of a death, serious illness, injury or similar major personal problem of a regular 20 hour or more a week employee's spouse, children, mother or father, brothers or sisters or immediate family, or the employee's spouse's children, mother or father or immediate family a department head may request compassionate leave for the employee, not to exceed three work shifts with pay, per occurrence, to a regular employee. Firefighters may use up to 24 working hours over two work shifts with approval of Fire Chief. Compassionate Leave request shall be made to and approved by the City Administrator.

When an event would also qualify under the sick leave benefit, sick leave will be the leave of first resort.

In the event of a death of an employee's brother's wives, sister's husbands, grandparents, grandchildren, aunts, uncles, nieces or nephews, or the employee's spouse's brothers and their wives, sisters and their husbands, grandparents, grandchildren, aunts, uncles, nieces or nephews a department head may grant an employee up to one work shift, with pay, to attend the funeral, wake or event related to the funeral.

## CHAPTER SIX

### PROBLEM SOLVING AND DISCIPLINE

#### **Sec. 6.10 Statement of Policy.**

The City of Columbus is interested in the establishment of good employee relation practices and the promotion of sound personnel management. Circumstances may arise, apart from disciplinary actions, which cause employee dissatisfaction. Therefore, the following procedures are established whereby employees are entitled to present their complaints without reprisal.

#### **Sec. 6.15 Informal Procedure.**

In keeping with the philosophy that employee problems should be resolved at the lowest possible level with a minimum of paperwork, it shall be the City policy to encourage employees to informally take any job-related complaints to their immediate supervisors. Supervisors shall listen with care to employees, shall attempt to understand their points of view and shall provide clear and timely responses to their complaints. An employee remaining dissatisfied with a working condition, reprimand, or other aspect of employment not subject to the disciplinary appeal procedure, may then use the formal grievance procedure.

#### **Sec. 6.20 Chain of Command.**

All requests from elected City officials requiring action by City personnel are to be channeled through the City Administrator.

#### **Sec. 6.25 Formal Grievance Procedure.**

An employee may submit a written grievance to his or her immediate supervisor within seven calendar days after the cause of the grievance arises or becomes known to the employee. The grievance shall clearly state the basis for the complaint and the relief requested. The supervisor shall discuss the grievance with the employee as necessary and shall provide a written response within seven calendar days after receipt. An employee remaining dissatisfied may then submit the grievance to the next higher supervisor within seven calendar days following receipt of the initial response, and so on up to the City Administrator if necessary. Time limits shall be strictly enforced. Late submission of a grievance at any stage of the procedure shall bar its consideration. Similarly, if a supervisor below the level of the City Administrator should fail to provide a written response within seven calendar days after receipt of the grievance, the employee shall be allowed to take the grievance to the next higher supervisor.

As the final authority for grievances the City Administrator shall conduct any necessary investigation and/or hearing. If the City Administrator determines that a hearing is necessary, the employee shall be afforded an opportunity to attend, to be represented by anyone of his or her choosing, and to present evidence and/or witnesses in his or her behalf. The City Administrator shall provide the final written response to a grievance within ten calendar days after receipt or, if a hearing is held, within ten calendar days following conclusion of the hearing.

In the event the grievance is made against the City Administrator, the Mayor or his/her designee shall perform the duties and act as final authority.

**Sec. 6.30                    Reprimands.**

A form of guidance which may be oral or written, and which should be used not only to warn an employee, but also to guide, direct, and instruct the employee how to correct and avoid repeating a mistake, infraction, deficiency, or problem.

1.     **Verbal Reprimand:** Verbal reprimands shall be considered the normal means of correcting the actions of a subordinate and shall be used in cases of mistakes, inefficiency, or other factors which adversely affect an employee's ability to efficiently carry out his/her duties and responsibilities. Any supervisor may reprimand their subordinate at any time for cause and shall inform the employee specifically of the problem and shall give them counsel and assistance. A reasonable period of time for improvement may be allowed before initiating further action. Verbal reprimands will normally be given in a private session.

A written record of the date and reason(s) why a verbal reprimand was issued shall be given to the Human Resource Director.

2.     **Written Reprimand:** In situations where a verbal reprimand has not resulted in the expected improvement or when more severe initial action is warranted, a supervisor may issue a written reprimand to the employee clearly stating the reasons for the reprimand and indicating what further action may be taken if the problem is not corrected. The employee will acknowledge receipts of the reprimand with their signature and may respond in writing stating the reasons why they feel the reprimand is unjust.

A copy of the reprimand, along with the employee's acknowledgment of receipt and any written response, will be placed in the employee's personnel file.

3.     **Appeals of Reprimands:** Verbal or written reprimands may be appealed through the grievance procedure provided for in Section 6.25 of these rules.

**Sec. 6.35                    Disciplinary Actions.**

Whenever an employee's performance, attitude, work habits, or personal conduct fall below a desirable level, supervisors shall take prompt action, appropriate to the seriousness of the situation. Disciplinary action shall be divided into two classes as follows:

- |          |  |
|----------|--|
| Class I  | Loss of vacation, benefits, compensation or other privileges, except pension benefits. |
| Class II | Suspension, demotions, and termination.  |

**Sec. 6.40 Causes for Class I and Class II Disciplinary Action - Civil Service Employees.**

Civil Service employees employed by the City of Columbus shall be designated by the definition in Revised Statutes of Nebraska, Sec. 19-1829; "The Civil Service Act shall only apply to full-time firefighters or full-time police officers of each municipality, including any paid full-time police or fire chief of such department."

Class I and Class II disciplinary actions may be applied to civil service employees for the following reasons:

1. Incompetency, inefficiency, or inattention to or dereliction of duty.
2. Dishonesty, prejudicial conduct, immoral conduct, insubordination of a lawful order, discourteous treatment of the public or a fellow employee, any act of omission or commission tending to injure the public service, and willful failure on the part of the employee to properly conduct themselves, or any willful violation of the Civil Service Act or the rules and regulations adopted pursuant to such act.
3. Mental or physical unfitness for the position which the employee holds.
4. Drunkenness or the use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid or preparation to such an extent that the use interferes with the efficiency or mental or physical fitness of the employee or precludes the employee from properly performing the functions and duties of their position.
5. Conviction of a felony or misdemeanor tending to injure the employee's ability to effectively perform the duties of their position.
6. Any other act or failure to act which, in the judgment of the Civil Service Commissioners, is sufficient to justify the offender to be an unsuitable and unfit person to be employed in the public service.

**Sec. 6.45 Causes for Class I and Class II Disciplinary Action - Non-Civil Service Employees.**

Class I and Class II disciplinary action (6.35) may be applied to non-civil service employees for any of the following reasons:

1. The employee has been incompetent, negligent, or inefficient to such an extent that their job performance falls below a reasonable minimum standard.

2. The employee has willfully violated any of the provisions of the City Code or of these rules; or has attempted to, or does commit any act or acts intended to nullify or mitigate any of the provisions thereof.
3. The employee has been convicted and sentenced in any court of competent jurisdiction for a felony or a crime involving moral turpitude under the laws of this state, or any other state, or of the United States, provided such conviction is deemed to be detrimental to the effective performance of the duties and responsibilities of the position.
4. The employee has been offensive or brutal in their treatment of public charges, fellow employees, or other persons.
5. The employee has some permanent or chronic physical or mental ailment or defect which incapacitates the employee from the proper performance of the employee's essential duties or which creates an undue risk to the employee or others.
6. The employee has violated any lawful official regulation or order or failed to obey any lawful and reasonable directions given by their superior when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in lower morale in the organization or to result in loss or injury to the city or to the public.
7. The employee has been on duty or reported to duty while under the influence of intoxicating liquors or beverages, narcotic drugs not prescribed for their use by a licensed physician, or who had indulged in the use of the same while on duty.
8. The employee has taken for personal use a fee, gift, or other valuable thing in the course of the employee's work or in connection with it when such a fee, gift, or other valuable thing is given the employee by any person in the hope or expectation of receiving a favor or better treatment than accorded other persons.
9. The employee is careless or negligent of the property of the city, or steals, misplaces, or misuses equipment, materials, property, or any other thing of value belonging to the city.
10. The employee is engaged in outside employment or private business or in a trade or occupation in violation of Rule 7.40.
11. The employee has been guilty of using, threatening to use, or attempting to use political influence or to exert unethical pressure on any city employee or officer in securing promotion, transfer, leave of absence, increased pay, or other favors.
12. The employee has intentionally falsified time records or given false information on his application for employment. This falsification includes swapping of time and time not recorded properly.

13. The employee has been absent from duty without leave or contrary to department policies; or has failed to report after such a leave of absence has expired or within a reasonable time after such leave of absence has been revoked.
14. The employee has failed to call their superior according to department policy to let the superior know when the employee will be tardy or absent because of sickness or other causes so that it affects the efficient performance of the employee's duties or the morale of fellow employees.
15. The employee has been habitually tardy or absent from duty without sufficient cause.
16. The employee has claimed to be sick when physically fit for duty.
17. The employee has participated in any political campaign or activity prohibited under Rule 7.60 of these rules and regulations.
18. The employee has been antagonistic in their attitude toward their superiors or fellow employees, criticizing orders or rules issued and policies adopted by their superiors; or so conduct themselves to interfere with the proper coordination of the employees of the City to the detriment of efficient public service.
19. The employee used a City vehicle or equipment for personal use, or allowed unauthorized persons to ride in city vehicles, or used emergency or standby vehicles for transportation to and from residence other than when serving standby duty.
20. The employee has engaged in the harassment or unfair treatment of any person because of political or religious opinions, or affiliations, or because of race, color, national origin, marital status, veteran status, age, sex, or physical disability.
21. The employee has engaged in the unauthorized disclosure of official information.
22. The employee has failed to observe rules relating to the health and safety of employees or of the rules relating to the direction of personnel in the department.
23. The employee has committed acts detrimental to the good order, discipline, and repute of the City service.
24. The employee has acted in a manner not aforementioned specified which tends to lower discipline or morale within the City service or adversely affects the rendering of prompt, courteous, and efficient service by the City and its employees to the public.

**Sec. 6.50 Procedure for Class I Disciplinary Action (Section 6.35).**

When a department head deems such action is necessary, appropriate, and in the best interest of City service, a department head may recommend to the City Administrator that an employee be subject to a Class I Disciplinary Action. The recommendation shall be in writing and shall contain the reasons why it is necessary for the department head to recommend disciplinary action, the type of, and

recommended duration of the disciplinary action. The City Administrator, after reviewing all the facts, shall either approve, reject, or modify the recommendations of the department head. In the case of those employees over which the City Administrator is not the appointing authority, the City Administrator shall forward both recommendations to the appropriate appointing authority. The appointing authority, after reviewing all the facts shall either approve, reject, or modify the recommendations of the City Administrator. After the appointing authority has taken the appropriate action, the employee shall be notified in writing of the disciplinary actions and the reasons therefore. The employee shall have the right to appeal any Class I disciplinary action to the appropriate appointing authority within ten (10) calendar days after such notification.

**Sec. 6.55                      Procedure for Class II Disciplinary Action – Civil Service Employees  
(Section 6.35).**

1. No employee in the civil service who shall have been permanently appointed or inducted into the civil service shall be removed, suspended, demoted, or terminated except for cause, and then only upon the written accusation of the Police or Fire Chief, City Administrator, Mayor, or any citizen or taxpayer. The written accusation shall set forth the alleged misconduct, charges, or grounds for investigation against the employee.
2. If the written accusation is made by a citizen or taxpayer, it shall be filed with the Mayor, or the City Administrator, or the Secretary of the Civil Service Commission who shall cause a copy of such written accusation to be delivered within 24 hours (excluding weekends and holidays) after the filing to the Police Chief or Fire Chief, and to the City Administrator if filed with the Mayor or the Commission Secretary.
3. A temporary and immediate suspension may be affected when there is need to remove the employee from the work place promptly because of a possibility of violence, disruption of work, insubordination of a lawful order under the apparent influence of intoxicants or drugs, or for any other reason which requires prompt removal. A temporary and immediate suspension may be imposed by the City Administrator, department head, or immediate supervisor. A temporary and immediate suspension shall be with pay until such time as there is compliance with procedures established herein.
4. The Police or Fire Chief shall, within 10 business days, investigate the alleged misconduct, charges, or grounds against the employee and explain the basis of the employer's evidence to the employee and provide the employee an opportunity to present their version of the circumstances which resulted in the filing of the written accusation. If the Chief's investigation reveals other misconduct or charges, the Chief shall file an additional written accusation to include the other misconduct, charges, or grounds in accordance with the above procedure. Upon completion of this procedure, the Police or Fire Chief shall recommend in writing to the City Administrator that the alleged misconduct, charges, or grounds set forth in the written accusation or accusations be deemed:
  - a) To be without merit.
  - b) To not warrant disciplinary action.

- c) To warrant disciplinary action less severe than removal, demotion, termination, or suspension, with or without pay such as an oral or written reprimand.
  - d) To warrant removal, demotion, termination, or suspension with or without pay.
5. Within five working days after receiving the written recommendation of the Police or Fire Chief, the City Administrator shall decide to accept the recommendation of the Police or Fire Chief, or shall decide that alleged misconduct, charges, or grounds for investigation against the employee set forth in the written accusation be deemed:
- a) To be without merit.
  - b) To not warrant disciplinary action.
  - c) To warrant disciplinary action less severe than removal, demotion, termination, or suspension, with or without pay, such as an oral or written reprimand.
  - d) To warrant removal, demotion, termination, or suspension with or without pay.
  - e) To recommend stronger discipline.

The City Administrator shall forward a copy of the City Administrator's recommendation with the Chief's recommendation to the Mayor.

6. Within five working days after receiving the written recommendation of the City Administrator and the Chief, the Mayor shall decide to accept the recommendation of the City Administrator and/or Police or Fire Chief, or shall decide that the alleged misconduct, charges, or grounds for investigation against the employee set forth in the written accusation be deemed:
- a) To be without merit.
  - b) To not warrant disciplinary action.
  - c) To warrant disciplinary action less severe than removal, demotion, termination, or suspension, with or without pay such as an oral or written reprimand.
  - d) To warrant removal, demotion, termination, or suspension with or without pay.
  - e) To recommend stronger discipline.

The Mayor shall, within 21 working days of having received the City Administrator's statement, submit his decision to the City Council for its approval. After approval of the City Council, the Mayor shall cause a copy of such decision to be filed, within 24 hours after the action of the City Council, with the Secretary of the Civil Service Commission, the Police or

Fire Chief, and employee, personally or by certified mail, addressed to the employee at the residence address of the employee shown in the personnel records. The Secretary of the Commission shall cause a return showing such delivery or mailing to be executed and filed in the Secretary's office.

7. In the event the Police or Fire Chief is being disciplined, the City Administrator or Mayor shall follow the same procedures as are followed by the Police or Fire Chief in disciplining employees under this procedure.
8. Any employee so removed, suspended, demoted, or terminated may, within ten calendar days after receiving written notice of the Mayor's decision, file a written demand for an investigation and a hearing by the Civil Service Commission. The employee shall file the request for the hearing with the secretary of the Commission and simultaneously send a copy of the request to the City Administrator and Mayor. The failure to file such a request with the secretary of the Commission within ten calendar days of receipt of notice of the action by the Mayor, shall constitute a waiver of the employee's right to review by the Civil Service Commission, and the Mayor's decision shall become final.
9. Within five calendar days of receipt of the employee's notice of appeal, the City Administrator shall cause to be mailed or delivered the following notice to the employee and secretary of the Civil Service Commission:
  - a) A statement of the charge(s).
  - b) The names of the witnesses who will be called on behalf of the Mayor and general statement of the nature of their testimony.
  - c) Copies of the documents to be introduced.
10. Within five calendar days of the filing of the written demand for an investigation and a hearing by the Commission, the employee shall mail or deliver the following to the City Administrator and Commission:
  - a) A response to the statement of the charge(s).
  - b) The names of the witnesses who will be called on behalf of the employee and a general statement of the nature of their testimony.
  - c) Copies of the documents to be introduced.
11. Upon receipt of a written demand, the Commission shall conduct an investigation. The Commission may be represented in such investigation and a hearing by the City Attorney if authorized by the Mayor. If the City Attorney does not represent the Commission, the Commission may be represented by special counsel appointed by the Commission for any such investigation and hearing.

The investigation shall consist solely of a review of the written submissions of the Mayor and employee to determine whether any individuals or documents should be subpoenaed by the Commission for the subsequent public hearing before the Commission ultimately to determine whether the Mayor acted in good faith for cause. Good faith for cause shall mean that the action was not arbitrary or capricious and was not made for political or religious reasons.

12. The Commission shall schedule a hearing no less than ten, nor more than twenty, calendar days from the date of filing of the employee's written demand for an investigation. The Commission shall notify the City Administrator, the Mayor, and the employee, in writing, at least ten calendar days prior to the date of the hearing, of the date, time, and place of the hearing.
13. The Commission may affirm the action taken by the Mayor if such action is supported by a preponderance of the evidence. If the Commission finds that the removal, suspension, demotion, or termination was made for political or religious reasons, or for unjust cause, it shall order the immediate reinstatement or reemployment of such employee in the position or employment from which such employee was removed, suspended, demoted, or terminated, which reinstatement shall, if the Commission in its discretion so provides, be retroactive and entitle such person to compensation and restoration of benefits and privileges from the time of such removal, suspension, demotion or termination.
14. After the hearing, in lieu of affirming the removal, suspension, demotion, or termination, the Commission may modify the order of removal, suspension, demotion, or termination by directing a suspension, with or without pay, for a given period and the subsequent restoration to duty or demotion in position or pay. No later than ten calendar days after the hearing the Commission shall certify its findings in writing to the employee, City Administrator, and Mayor who shall enforce them.

**Sec. 6.60                      Procedure for Class II Disciplinary Action – Non-Civil Service Employees (Section 6.35).**

No employee in the City service who shall have been permanently appointed or inducted into City service shall be removed, suspended, demoted, or terminated, except upon the written accusation of their department head, City Administrator, any citizen, or taxpayer.

1.        Suspensions of Two Days or Less.

A department head, or the City Administrator, may suspend, without pay, any employee (other than one covered by Civil Service) for two days or less for cause, refer to 6.45. Prior to imposing the suspension, the department head shall meet with the employee to discuss the proposed action.

2.        Temporary and Immediate Suspension.

A temporary and immediate suspension may be affected when there is need to remove the

employee from the work place promptly because of a possibility of violence, disruption of work, insubordination, damage to property or persons, or if any employee is under the apparent influence of intoxicants or drugs, or for any other reason which requires prompt removal. A temporary and immediate suspension may be imposed by the City Administrator, department head, or immediate supervisor. A temporary and immediate suspension shall be with pay until such time as there is compliance with procedures established herein.

3. Suspension of More than Two Days and Demotions.

When a department head deems such action is necessary, appropriate, and in the best interest of the City service, a department head may recommend to the City Administrator an employee be suspended or demoted. The recommendation shall be in writing and shall contain the reasons why it is necessary for the department head to recommend suspension or demotion, and the type, plus the recommended duration of the suspension or demotion. The City Administrator, after reviewing all the facts, shall either approve, reject, or modify the recommendations of the department head. In the case of those employees over which the City Administrator is not the appointing authority, the City Administrator will forward both the City Administrator's and the department head's recommendations to the appropriate appointing authority. The appointing authority, after reviewing all the facts, shall either approve, reject, or modify the recommendations of the City Administrator. After the appointing authority has taken the appropriate action, the employee shall be notified in writing of the disciplinary actions and the reasons therefore. An employee may be suspended or demoted with or without pay for:

- a) A reasonable period of time, not to exceed 30 days when alternative personnel actions (demotions, dismissal, etc.) may not be warranted, appropriate, or deemed in the best interest of the City service.
- b) An indefinite period pending the investigation of charges leading to possible termination or where the employee is charged with and awaiting trial for a criminal offense. An employee may use a combination of up to 80 hours of accrued vacation or compensatory time per the approval of the City Administrator.

4. Dismissal.

Dismissal is the removal from the City service of a City employee. Either department heads or the appointing authority may initiate dismissals.

A City employee may be dismissed when alternative personnel actions, (i.e. verbal warning, written reprimand, demotion, or suspension) would not be considered sufficient or in the best interest of the City. All recommendations by department heads for dismissals shall be submitted to the City Administrator, who in turn will forward them, with the City Administrator's recommendation, to the appropriate appointing authority. All dismissals shall be made by the appointing authority who may modify a dismissal recommendation and impose an alternative disciplinary action other than a dismissal. The employee shall be given a written notice, at least one calendar week in advance, of the proposed effective date of the

dismissal. The notice of dismissal shall contain the reasons, statement on employee's rights, including the right to answer all charges in writing, and the right to a hearing.

5. Appeals.

Any employee suspended, demoted, or terminated may, within ten calendar days after such action or after receiving written notice of such proposed action, request in writing, a hearing by the appointing authority.

If the employee fails to respond within ten calendar days, the proposed action shall be effective on the date specified with no need for further action. If the employee requests a hearing, the appointing authority shall promptly set a date and time for the hearing and give the employee reasonable written notice. The employee shall be informed in the written notice of the employee's rights at such hearing, including the right to be represented. The appointing authority may conduct the hearing personally or may appoint a hearing officer for this purpose.

The hearing afforded by this section shall be informal in nature. The rules of evidence shall not apply. At the hearing, the appointing authority may consider and give such weight as he or she deems appropriate to written statements and reports which are offered in evidence, whether such statements are sworn or unsworn. The persons giving the statements need not be called as witnesses at the hearing unless otherwise ordered by appointing authority or the designated hearing officer. The appointing authority may permit, prohibit, or limit cross-examination of witnesses as he or she determines appropriate in his or her sole discretion, or may require that questions be put to witnesses through the hearing officer. There shall be no prehearing discovery unless the appointing authority or designated hearing officer determines in his or her sole discretion that good cause exists for permitting limited discovery. The employee shall be permitted to appear at the hearing and give testimony concerning the reasons given for the possible termination of his or her employment. The employee shall also have the right to be represented at the hearing.

After such hearing, the appointing authority shall carefully consider all evidence presented at the hearing before making a final decision and may reverse, modify, or confirm any disciplinary action taken or proposed. The employee will be informed in writing of such decision.

**Sec. 6.87                      Performance Appraisals.**

It is the policy of the City that the job performance of each employee should be evaluated periodically by the employee's supervisor. However, it is the responsibility of the employee to speak up and request such appraisal from the supervisor if it is delayed at all. If prompt action is not taken by the supervisor, the employee is responsible to promptly request from their department head that the appraisal be completed.

1. Supervisors should complete performance appraisals upon the following types of occasions:
  - a) Prior to the annual salary review or on the anniversary date of employment.
  - b) Requiring terminating supervisor to do evaluations of all employees whose evaluations are due within 90 days.

If a performance appraisal has been completed within one month prior to one of the above occasions, a new appraisal need not be completed, except in cases involving discipline or termination. Between scheduled appraisals, supervisors should discuss with employees, on an informal basis, any performance issues (negative or exemplary) which warrant attention and should keep records of any significant incidents. Employees should retain a copy of all appraisals for appropriate later review.

2. Supervisors, in evaluating employees, should consider such factors as the experience and training of the employee, the job description, and the employee's attainment of previously set objectives and goals. Other factors that normally should be considered include, but are not limited to, knowledge of the job, quantity and quality of work, promptness in completing assignments, cooperation, initiative, reliability, attendance, judgment, conduct, and acceptance of responsibility.
3. Supervisors, in completing evaluations, should prepare a written appraisal of each employee's job performance, using a City Administrator approved form. Such an appraisal should include the supervisor's comments, recommendations, and performance goals for the next evaluation period. In an atypical evaluation, an alternate type of appraisal form may be more appropriate.
4. Department heads should review each supervisor's written evaluation to help assure the evaluation function has been properly completed in as fair and objective a manner as possible.
5. After the written evaluation has been reviewed by the department head, the supervisor and employee should meet and discuss the evaluation, assess the employee's strengths and weaknesses in a constructive manner, and set objectives and goals for the period ahead. The employee should be given the opportunity to examine the evaluation and make written comments about any aspect of it. The employee and supervisor should then sign and date the evaluation and forward it to the department head for review and approval. The form will then be forwarded to the Human Resources Director who reviews the appraisal form with the City Administrator before placing it in the employee's personnel file.
6. Employees, who have added written comments to their performance appraisal, but feel an additional communication is necessary, may request an interview with their department head or the Human Resources Director or implement the grievance procedure.
7. Information derived from the performance appraisal may be considered when making decisions affecting an employee including, but not limited to, decisions concerning training needs and opportunities, pay, promotion, transfer, or continued employment.

8. The procedures discussed in this policy are only guidelines. The City may unilaterally modify or revoke them in whole or in part from time to time. Accordingly, these procedures are not a promise or contract, express or implied, that they will be used in every instance.

The Human Resources Director shall then review the performance appraisal form and transmit it, with the appropriate comments, to the City Administrator for whatever action may be deemed necessary.

Should the employee receive an unsatisfactory performance rating, any pay increase the employee may be eligible to receive will be withheld until the employee receives a satisfactory performance rating, the employee will be reviewed again within three months. Any pay increase will only become effective after a satisfactory performance appraisal.

## CHAPTER SEVEN

### EMPLOYEE RESPONSIBILITIES AND CONDUCT

#### **Sec. 7.10 Behavior of Employees.**

It is the policy of the City that certain rules and regulations regarding employee behavior are necessary for the efficient operation of the City and for the benefit and safety of all employees. Conduct which interferes with operations, discredits the City, or is offensive to customers or fellow employees will not be tolerated.

1. Employees are expected at all times to conduct themselves in a positive manner so as to promote the best interests of the City. Such conduct includes:
  - a) Reporting to work punctually as scheduled and being at the proper work station, ready for work, at the assigned starting time.
  - b) Giving proper advance notice whenever unable to work or report on time.
  - c) Complying with all City safety and security regulations.
  - d) Wearing clothing appropriate for the work being performed.
  - e) Maintaining work place and work area cleanliness and orderliness.
  - f) Treating all citizens and fellow employees in a courteous manner.
  - g) Refraining from behavior or conduct deemed offensive or undesirable, or which is contrary to the City's best interests.
  - h) Performing assigned tasks efficiently and in accord with established quality standards.
  - i) Reporting to department heads, or in those cases where a department head is involved, to the Human Resources Director or City Administrator any suspicious, unethical, or illegal conduct by fellow employees, suppliers, or contracting organizations.
  - j) Treating their supervisors with respect and carrying out instructions to the best of their ability without delay or quarrel.
2. The following conduct is prohibited and will normally subject the individual involved to disciplinary action, up to and including termination.
  - a) Reporting to work with alcohol on their breath or under the influence of alcoholic beverages and/or illegal drugs and narcotics, or the use, sale, dispensing, or possession of alcoholic beverages and/or illegal drugs and narcotics on City premises unless such possession is a necessary part of the job assignment.

- b) Use of profanity or abusive language.
  - c) Possession of firearms or other weapons on City property unless authorized by the City Administrator or department head.
  - d) Insubordination of a lawful order or the refusal by an employee to follow management's instructions concerning a job-related matter.
  - e) Physical assault on a fellow employee or citizen.
  - f) Theft, intentional destruction, defacement, or misuse of City property or resources or of another employee's property.
  - g) Gambling on City property.
  - h) Falsifying or altering any City record or report, such as an application for employment, a medical report, a production record, a time record, an expense account, an absentee report, or shipping and receiving records.
  - i) Threatening or intimidating management, supervisors, security personnel, or fellow workers.
  - j) Use of tobacco products, if prohibited by local ordinance or City rules.
  - k) Horseplay, pranks, or practical jokes of a malicious nature.
  - l) Unauthorized sleeping on the job.
  - m) Failure to wear assigned safety equipment or failure to abide by safety rules and policies.
  - n) Improper attire or inappropriate personal appearance.
  - o) Engaging in any form of harassment.
  - p) Violation of City policies on solicitation or distribution.
  - q) Improper disclosure of confidential information.
3. The examples in part (2) of 7.10 are illustrative of the type of behavior that will not be permitted, but are not intended to be an all-inclusive listing. Any questions in connection with this policy should be directed to your supervisor or the Human Resources Director.

**Sec. 7.20 City Property.**

Employees shall be responsible for the proper care and use of all City property entrusted or available to them. Employees damaging or losing City property through negligence or abuse shall be subject to disciplinary action and may be required to reimburse the City for such damage or loss. City equipment, keys, materials, and supplies shall not be used for private purposes and shall not be removed from authorized locations without proper supervisory approval. Employees leaving the City service shall return any tools, uniforms, or other City property issued to them before receiving their final pay.

**Sec. 7.25 Absenteeism.**

1. Unnecessary absences should be absolutely avoided. Employees are hired because they are needed to carry out the department workload, so unexpected and unnecessary absences disrupt the normal work routine. Often, other department employees will have to carry your workload in your absence.
2. Any absence, for any reason, should be reported immediately to the supervisor or the department head and the following information reported:
  - a) Specific reason for absence.
  - b) Expected time or date of return.
  - c) Always report any change in the time of return to the department head or supervisor.
3. Absence due to illness or injury must be reported each day, unless the employee and department head or immediate supervisor have personally agreed to a more extended period of time.
4. Chronic absenteeism will result in disciplinary action, including possible termination.

**Sec. 7.30 Assigned Vehicles.**

The City Administrator may assign City vehicles to department heads, and certain other employees for use during normal duty hours and for transportation between home and work. Such vehicles shall otherwise be used only for official purposes as determined by the City Administrator.

**Sec. 7.40 Secondary Employment.**

Employees may engage in outside employment which does not involve the use of City time, equipment, supplies, uniforms (in whole or part) and which does not create a conflict of interest with their City position, or which does not so fatigue the employee that it adversely affects their job performance. Before engaging in such employment, the employee shall notify their department head and annually thereafter on their anniversary date. The first such notification, which shall be in writing, shall include the place of employment, phone number of employer, a brief job description, hours of

employment, and such additional information the department head may require. Annually thereafter, the disclosure is to be written into the annual employee appraisal form.

If the department head believes any present or proposed outside employment violates Section 7.70, the department head may, after consultation with the City Administrator, require the employee to modify, not accept, or terminate such employment.

**Sec. 7.45                    Private Business Activities.**

Employees shall not engage in private business activities during their scheduled working hours and shall not use City property or facilities for such activities.

**Sec. 7.50                    Workplace Violence.**

The City is concerned about the increased levels of violence prevalent in our society and has taken affirmative steps to prevent incidents of violence from occurring in the workplace. All acts or threats of violence by any City employee against any other employee, client, contractor, vendor or visitor, on or off City property, is strictly prohibited. Violation of this policy can lead to disciplinary action, up to and including immediate termination.

If you observe or are aware of any workplace violence, threats of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, or other suspicious activity or incidents that have or could lead to violence in the workplace, you shall immediately bring the incident to the attention of your supervisor. If that is not feasible, would prove to be uncomfortable, or you are not satisfied with your supervisor's handling of the complaint, bring the matter to the attention of the department head. If none of these alternatives are feasible or do not address the problem, contact the Human Resources Director or City Administrator.

The City will promptly investigate all reports of actual or threatened workplace violence in as confidential of a manner as possible and take appropriate corrective action if warranted.

Under no circumstances will a department head or supervisor be allowed to intimidate or retaliate against an employee for making a report under this policy.

**Sec. 7.55                    Weapon-Free Workplace Policy.**

To ensure that the City maintains a workplace safe and free of violence for all employees and visitors, the City prohibits the possession or use of Dangerous Weapons on City Property or while performing City business except for sworn officers. A license or permit to carry or possess any weapon does not supersede City policy.

"City Property" is defined to include all City-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, green spaces and parking lots under the City's ownership or control. It also includes all City-owned or leased vehicles and all vehicles that come onto City Property.

"Dangerous Weapons" includes, but is not limited to, firearms, explosives, knives (other than those used to perform your duties at the City), swords and other weapons or objects that might be considered dangerous by the City or that are capable of being used to inflict severe bodily injury upon another. Employees are responsible for making sure that any item possessed by the employee is not a Dangerous Weapon.

**Because employees do not have a reasonable expectation of privacy with respect to their work at the City, the City reserves the right to monitor City Property and those present on City Property at any time.** This includes the right to conduct reasonable searches of all City Property, and all vehicles including such things as packages, containers, briefcases, purses, coats, bags, lockers, desks, computers, cell phones and enclosures present on City Property as well as persons entering upon City Property. As a condition of employment and as a condition for entering upon City Property, all employees and visitors are required to promptly submit to a reasonable search upon request as provided in this policy.

Any employee who violates this policy is subject to disciplinary action, up to and including termination. Any visitor who violates this policy will be denied access to the City Property.

**Sec. 7.60 Political Activity.**

Employees are free to vote and support candidates for public office as they may desire; provided they do not engage in political activities during their working hours or use City property to do so, city uniforms or facilities for such activities. All non-City political campaign buttons shall not be worn while an employee is on duty. No supervisor or other person in authority shall require an employee to support a candidate or political activity.

**Sec. 7.70 Conflicts of Interest.**

No employee shall engage in any activity or enterprise which conflicts or creates the appearance of conflicting with the employee's City duties or with the duties, function, or responsibilities of the City. The City Administrator or the Human Resources Director may prohibit particular activities which would create conflicts of interest in their specific organizational environments. Employees shall be encouraged to seek advance determinations regarding possible conflict of interest situations. The following employee activities shall generally constitute conflicts of interest and may in some cases also be criminal acts:

1. Engaging in any activity or enterprise involving the use of City time, facilities, equipment, materials, supplies, badge or other identification other than for City purposes.
2. Receiving or accepting money or other consideration from any person or entity other than the City for the performance of any service which the employee of the City would normally be required or expected to render or for preferential or favorable treatment in relation to others.
3. Having a direct financial interest in any contract with the City or a direct financial interest in the provision of equipment, materials, supplies, or services to the City, except as may be disclosed to and approved by the Mayor and City Council.

**Sec. 7.75                      Family and Friends in the Workplace.**

Employee's family and friends are welcome to visit the workplace, provided the visits are infrequent, brief and take place in a fashion that limits disruption to the workplace.

**Sec. 7.80                      Solicitation.**

It is the policy of the City to prohibit solicitation and distribution on its premises by non-employees and to permit solicitation and distribution by employees only as outlined below.

1.     The City limits solicitation and distribution on its premises because, when left unrestricted, such activities can interfere with the provision of City services, can be detrimental to employee efficiency, can be annoying to citizens (who are the customers of City services), and can pose a threat to security.
2.     Department heads are responsible for administering this policy and for enforcing its provisions. Employees will be subject to disciplinary action for violations of this policy (See Chapter 6).
3.     Persons who are not employed by the City are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of suppliers approved by the Human Resources Director), or engaging in any other solicitation or similar activity on City premises.
4.     The City Administrator may authorize a few fund drives by employees on behalf of charitable organizations or for employee gifts. Employees are encouraged to volunteer to assist in these drives. However, employees are not to be discriminated against because of their willingness or unwillingness to participate.
5.     Employees are permitted to engage in solicitation or distribution of literature for any group or organization, including charitable organizations, only in accordance with the following restrictions:
  - a)     The sale of merchandise is prohibited on City premises unless approved by the affected department head.
  - b)     Solicitation and distribution of literature are prohibited during the working time of either the employee making the solicitation or distribution, or the targeted employee. The term "working time" does not include an employee's authorized lunch or rest periods or other time when the employee is not required to be working. All solicitation materials shall be provided in the breakroom for employees to review, during breaks or outside of working hours.
  - c)     Distribution of literature is prohibited in work areas at all times.

- d) The distribution of literature in such a manner as to cause litter on City property is prohibited.
  - e) Off-duty employees are requested not to return for the purposes of solicitation.
6. The City maintains bulletin boards to communicate City information to employees and to post notices required by law. These bulletin boards are for the posting of City information and notices only, and only persons designated by the department heads may place notices on or take down material from the bulletin boards.

**Sec. 7.81                      Email**

The City provides employees with electronic business communication tools, including an email system. This policy will govern acceptable use of this system, regardless of where such use occurs.

The policy applies to employees' use of desktop computers, laptops, smartphones, and other hand-held devices, whether provided by the city, owned by the employee or a third party. It applies to employees, independent contractors, interns, volunteers, consultants, agents and third parties including but not limited to suppliers and vendors.

Any employee who violates the email policy is subject to disciplinary action up to and including termination.

The email system is provided primarily for business purposes. Employees may use the City email system for limited personal use strictly in accordance with this policy.

Employees may use the email system to communicate with family, school, and other minimal personal dealings outside of City business. The time involvement should be short and require little more time needed than is available on breaks. Spending more than minimal time or sending a substantial volume of personal or private business email would be considered a violation of this policy. Other types of activities which would violate this policy would include soliciting money for causes or personal gain and campaigning for political causes or candidates.

The email system is the property of the City. All passwords, user IDs and messages created and transmitted are the property of the City. The City reserves the right to monitor all email transmissions conducted via the City computer system.

Employees have no reasonable expectation of privacy when it comes to the business and personal use of the City email system. All employee email messages (incoming, outgoing, and internal) can be monitored. The city reserves the right to monitor, inspect, copy, review, and store at any time and without notice any and all usage of the city's email system, and any and all files, information, software, and other content created, sent, received, downloaded, uploaded, accessed, or stored in connection with employee usage. The city reserves the right to disclose email text and images to regulators, the courts, law enforcement, and other third parties without the employee's consent.

Employees are prohibited from using the email system to engage in activities or transmit content that is harassing, discriminatory, menacing, threatening, obscene, defamatory or offensive. Therefore, it will be considered a policy violation to send, solicit, print, copy or reply to text or images that contain these types of offensive, harassing or discriminatory material.

Confidential, proprietary, and personal information must be protected. Unless so authorized, employees are prohibited from using the email system to transmit confidential information to outside parties. Confidential information includes but is not limited to, credit card numbers, social security numbers, employee performance reviews, employee medical information, passwords, and information expressly exempted from the Nebraska public records law.

If an employee receives email containing inappropriate or offensive material the following procedure should be used:

- a. If you know the sender, contact them immediately and instruct the sender to stop sending this type of material.
- b. If you do not know the sender, block the sender. If the blocking is not effective, contact the Computer Network Technician.

Passwords are the property of the City. Employees are expected to share current passwords and user IDs when requested. Unauthorized sharing of passwords and user IDs will be a violation of policy.

Email messages should be treated as business documents and created with care. Since these documents are not in your control, once they are sent, they can reflect positively or negatively upon the employee and the City.

Organization wide email messages must be approved by the appropriate department head before being sent. Employees are prohibited from sending email blasts (mass mailings) to external parties without appropriate department head approval. Employees are prohibited from requesting email replies to organization-wide email or external email blasts without permission from the appropriate department head and the Computer Network Technician.

## **Sec. 7.82                    Internet Usage**

The City provides specified employees with a network connection and internet access. This internet usage policy governs all use of the city's network, regardless of where such use occurs.

The city network and internet access is intended for business use. Employees may access the internet for personal use only during breaks and non-working hours, and strictly in compliance with this policy.

All information created, transmitted, acquired, downloaded, or uploaded via the City network and internet system is the property of the city. Employees should have no expectation of privacy regarding this information. The city reserves the right to access, read, review, monitor, and copy all messages and files on its computer system at any time and without notice. When deemed necessary, the city

may disclose text or images to law enforcement agencies, regulatory bodies, courts and other third parties without the employees' consent.

Upon legal order, an employee shall share passwords used on city computer systems.

Alternate internet service provider connections to the city internal network are not permitted unless expressly authorized by the city and properly protected by a firewall or other appropriate security device(s).

Files downloaded from the web may not be viewed or opened until scanned with virus detection technology. Employees are reminded that information obtained from the web is not always reliable and should be verified for accuracy before it is used.

Employees are prohibited from misusing the city network or internet access for activities such as:

- a. Downloading software without the express authority of the appropriate department head.
- b. Operating a business, usurping business opportunities, soliciting money for personal gain, or searching for jobs outside the city organization structure.
- c. Making offensive or harassing statements and/or disparaging others based on race, color, religion, national origin, veteran status, ancestry, disability, age, or sex.
- d. Visiting websites featuring pornography, terrorism, espionage, theft, racially offensive material or drugs unless authorized by the respective department head as a part of specifically ordered duties.
- e. Gambling or engaging in unethical activities or content.
- f. Participating in activities, viewing, or writing content with the intent to purposely harm the city organizational structure or malign an individual employee.

Department heads and supervisors are responsible for ensuring employee compliance with this policy. Employees who learn of policy violations should notify the appropriate Department Head or the Human Resources Director. Employees who violate this policy or use the city network or internet system for improper purposes will be subject to discipline, up to and including termination.

## **Sec. 7.83                    Social Networking**

### **A. Generally**

The City of Columbus takes no position on an employee's decision to start or maintain a blog or to participate in other social networking activities. However, it is the right and duty of the city to protect itself from unauthorized disclosure of confidential information and information expressly exempted from Nebraska's public records laws. The city's social networking policy includes rules and

guidelines for city-authorized social networking and personal social networking and applies to employees, committee members and elected officials.

Blogging or other forms of social media or technology includes but is not limited to video or wiki postings, sites such as Facebook and Twitter, chat rooms, personal blogs or other similar forms of online journals, diaries or personal newsletters not affiliated with the city.

Unless specifically instructed, employees are not authorized and therefore are restricted from speaking on behalf of the city. Employees may not publicly discuss confidential information or information expressly exempted from Nebraska's public records laws outside of city-authorized communications. Employees are expected to protect privileged data. For example, employees, vendors or clients are prohibited from disclosing personal employee and nonemployee information and any other proprietary and nonpublic information to which employees have access. Such information includes but is not limited to citizen financial information, legal process information, and personnel issues.

Employees are cautioned that they should have no expectation of privacy while using the internet. Postings can be reviewed by anyone, including city staff. The city reserves the right to monitor comments or discussions about the city, its employees, vendors and contractors posted on the internet by anyone, including employees and non-employees. The city may use blog-search tools and software to monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forum, and social networking sites.

Employees are cautioned that they should have no expectation of privacy while using city equipment or facilities for any purpose, including authorized blogging. The city reserves the right to use content management tools to monitor, review or block content on city blogs that violate city blogging rules and guidelines.

#### B. Authorized Social Media on behalf of the City.

The following rules and guidelines apply to social networking and blogging when authorized by the city and completed on paid work time. The rules and guidelines apply to all employer-related blogs and social networking entries.

Only authorized employees can prepare and modify content for the City of Columbus website and/or the social networking entries located on the web. Content must be relevant, add value and meet at least one of the specific goals or purposes developed by the city. If uncertain about any information, material or conversation, discuss the content with the respective department head.

Any copyrighted information where written reprint information has not been obtained in advance cannot be posted by an authorized employee.

City departments are responsible for ensuring all blogging and social networking information complies with city policies and regulations. Department heads are authorized to remove any content that does not meet the rules and guidelines of this policy or that may be illegal or offensive. Removal of such content may be done without permission of the blogger or advance warning.

The city expects all guest bloggers to abide by all rules and guidelines of this policy. The city reserves the right to remove, without advance notice or permission, all guest bloggers' content considered inaccurate or offensive. The city also reserves the right to take legal action against guests or employees who engage in prohibited or unlawful conduct.

### C. Social Media—Personal/Non-City

The City respects the right of employees to write blogs and use social networking sites and does not want to discourage employees from self-publishing and self-expression. Employees are expected to follow the guidelines and policies set forth to provide a clear guideline to you as an individual and to you as the employee.

The city respects the right of employees to use blogs and social networking sites as a medium of self-expression and public conversation and does not discriminate against employees who use these media for personal interests, affiliations or other lawful purposes.

Bloggers and commenters are personally responsible for their commentary on blogs and social networking sites.

Employees are not to use city-owned equipment, including computers, company licensed software, or other electronic equipment, or productive work time to conduct personal blogging or social networking activities.

If an employee chooses to identify themselves as or is known to be a City of Columbus employee, then readers may view this employee as one who speaks for the City of Columbus. Therefore, it must then be stated that the views being expressed are personal and not those of the City of Columbus or of any person or organization affiliated or doing business with the City of Columbus.

Employees cannot post on personal blogs or other sites the name or logo of the City of Columbus or any organization with a connection to the City of Columbus. Nor may they post city documents or pictures which would lend the impression of official approval of these personal postings.

If contacted by the media about anything that relates to their employment or duties with the City, employees shall direct all such media inquiries to the respective department head.

### **Sec. 7.84                      Cell Phone/Electronic Devices**

While at work, employees are expected to exercise the same discretion in using personal cell phones and electronic devices as is expected for the use of city phones. Excessive texting and personal calls during the work day, regardless of the phone or device used, can interfere with employee and department productivity and can be distracting to others. Employees are encouraged to text and make any other personal calls on non-work time where possible and to ensure that friends and family members are aware of this policy.

Where workload needs demand immediate access to an employee, the city may issue a cell phone or other electronic device for work related communications or a fee arrangement may be made to have the employee carry their own cell phone on an agreed upon schedule. As requested, the employee may be asked to produce this cell phone or electronic device for immediate return or inspection.

All employees are expected to follow applicable state or federal laws or regulations regarding the use of cell phones or other electronic devices. Employees whose jobs responsibilities include regular or occasional driving as a part of the work day shall refrain from texting or using the keypad while driving. Safety must come before all other concerns. Bring the vehicle to a safe stop before texting or using the keypad of the cell phone or electronic device.

Where possible, hands-free equipment will be provided with city issued phones and other electronic devices to facilitate the provisions of this policy.

**Sec. 7.85                    Offices and Locker Facilities.**

Offices and locker facilities are provided for designated employees as a place to keep personal items while on duty and to have supplies readily available to perform necessary tasks.

Employees should check with their supervisor for the availability of lockers. Where lockers are not available, your supervisor will point out areas approved for keeping personal items while on duty.

To guard against insects and rodents, please do not store food or other material which may mildew or spoil in lockers, desks, or file cabinets.

Since the above described facilities are public and not private property, they can be subject to a search at any time. Employee should therefore have no expectation of privacy concerning the material stored in/on this city property.

**Sec. 7.90                    Change of Status.**

All employees shall report changes of address, telephone number, name and similar information to their respective department head and on to the Human Resources Department, as these changes occur. Municipal emergencies can occur at anytime and this data can be crucial to efficient operations. At the time of the annual appraisal, employees are to correct their changes of status mentioned above as a part of the appraisal process.

**Sec. 7.95                    Tobacco Use.**

The City desires to encourage all employees to abandon the use of tobacco products while serving the public. Therefore, tobacco use and vaping devices are restricted from all City owned buildings and vehicles. Employees may use tobacco products outside of city owned buildings and vehicles while they are on approved breaks, meal times and before and after the work shift. Tobacco use areas outside of each City building will be designated by the appropriate department head. Violation of this policy can lead to disciplinary action.

**Sec. 7.96**

**Drug and Alcohol Policy.**

The City has committed to the maintenance of a safe and productive work environment for its employees and to provide a drug free workplace. The City, therefore, has enacted the following Drug and Alcohol Policy.

1. Drug and Alcohol Policy Definitions:

- a) "Alcohol" - Any beverage that has an alcoholic content in excess of .5% by volume.
- b) "Drug" - Any substance, other than alcohol, capable of altering the user's judgment, perception, or mood, or of impairing the user's physical reactions.
- c) "Legal Drug" - Includes prescribed drugs and over-the-counter drugs which have been legally obtained, and are being used for the purpose for which they were prescribed or manufactured.
- d) "Illegal Drugs" means any drug which (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained. The term includes controlled substances including, but not limited to, marijuana, cocaine, PCP, LSD, heroin and other narcotics. The term also includes prescribed drugs, legally obtained, but not being used for prescribed purposes or prescribed drugs which were illegally obtained.
- e) "Reasonable Suspicion" means reasonable grounds to suspect that the employee is in possession of illegal drugs or alcohol, or that the employee is under the influence of or impaired by illegal drugs or alcohol. Reasonable suspicion is to be based upon specific observations concerning such things as appearance, behavior, or speech of the employee in question.
- f) "Under the Influence" means that the employee is affected by an illegal drug or alcohol or a combination of drugs and/or alcohol at any detectable level. The symptoms of influence may include, but are not limited to, impairment of physical or mental ability such as slurred speech, problems in maintaining balance, poor work performance, sudden mood swing, or radical change in behavior. A determination of influence may be established by a professional opinion or a scientifically accepted testing procedure.

2. Drug and Alcohol Policy Application

- a) The sale, purchase, transfer, distribution, manufacture, dispensation or unauthorized possession or consumption of alcohol on City property, or while performing City business is prohibited. This policy is not intended to preclude the consumption of alcohol at City-sponsored or authorized social functions, such as holiday parties, picnics, and the like.
- b) The manufacture, distribution, dispensation, sale, purchase, transfer, use, or possession of an illegal drug while performing City business, while on City premises

or at a City job site is prohibited. Reporting to work or working under the influence of illegal drugs or alcohol is prohibited.

- c) It is the responsibility of the employee to notify their supervisor if they are under the influence of a drug. Except as provided below, the use or being under the influence of any legally obtained drug by any employee while performing City business or while on City property is prohibited to the extent such use or influence may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the City. An employee may continue to work even though under the influence of a legal drug, if City management has determined, after consulting with a physician or pharmacist, that the employee does not pose a threat to his or her own safety or the safety of co-workers and that the employee's job performance is not significantly affected by the legal drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action, including assignment to another job position, as determined by City management.
- d) Any violation of these rules may result in discipline up to and including termination.
- e) This Drug and Alcohol Policy is applicable to employees of vendors and subcontractors as well. Violation of these rules or refusal to cooperate with implementation of this Policy by such persons may result in being barred from City property.
- f) Compliance with the City's Drug and Alcohol Policy is a condition of employment. All new regular employees will be required to submit to the scheduled "post offer" drug and alcohol test.

### 3. Searches

- a) The City reserves the right to conduct reasonable searches of employees and employees of vendors and subcontractors for illegal drugs or alcohol on City premises and job sites, including, but not limited to, vehicles, desks, bags and work areas.
- b) Illegal drugs or alcohol discovered in the course of a search will be confiscated until ownership is determined. Where warranted, confiscated items will be turned over to appropriate law enforcement authorities.
- c) Refusal to cooperate in a search may result in immediate suspension, pending investigation, and may result in further disciplinary action, up to and including termination. Refusal to surrender contraband may also result in discipline, up to and including termination.

### 4. Testing of Current Employees

- a) Where the City has documented reasonable suspicion that an employee possesses or is under the influence of illegal drugs or alcohol, the employee may be required to take a urinalysis test. The employee may also be suspended without pay pending the receipt of test results and the completion of any investigation conducted by the City.
- b) The City may request or require current employees to undergo testing for drugs and/or alcohol without reasonable suspicion if the employee:
  - (1) has sustained a personal injury , even a minor injury where medical treatment was sought, or has been involved in an accident where another individual has sustained such a personal injury and accident; or
  - (2) has been involved in a work-related accident or exposure to bloodborne pathogens or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident where the accident results in property damage.

The Supervisor on duty at the time is responsible for contacting the Occupational Health Department to set up the testing and for transporting the employee to the Occupational Health Department for testing.

- c) Refusal of a request to take a urinalysis test may result in immediate suspension without pay pending investigation, and may also result in further disciplinary action, up to and including termination.
- d) If the initial test is positive, the laboratory will be instructed to retest the specimen for the substance indicated using a testing method approved by the Nebraska Department of Health before reporting a positive result to the City.
- e) A confirmed positive test will subject the employee to disciplinary action up to and including termination.
- f) In all cases of confirmed positive test results, employees will have the opportunity to explain the result, and to substantiate the explanation with medical evidence, which could include an additional confirmatory test of the same specimen.

## 5. Additional Testing Procedures

- a) All employees who agree to take a urinalysis test will be required to sign a form consenting to the test and authorizing disclosure of the results to the City.
- b) Specimen collection and urinalysis will be performed only by a qualified independent testing laboratory or health care provider designated by the City.

- c) The City will pay the full cost of any testing that is requested of any employee, as well as any confirmatory test requested by the employee, including the reasonable cost of any transportation to and from the designated testing facility.
6. Confidentiality
- a) Information obtained on an individual as part of a drug and/or alcohol test is strictly confidential and will be disclosed to only those persons within the City having a legitimate need-to-know. Such information will not be released to any individual or organization outside the City, without written permission of the employee, except as required or allowed by law.
  - b) Other information developed in investigating possible violations of this policy will be communicated to City personnel only on a need-to-know basis.
7. Rehabilitation
- a) Current employees testing positive will be suspended from work and, if termination is not undertaken, may be referred to a care unit/treatment facility. Refusal of treatment or failure to complete treatment will result in termination.
  - b) Employees who undergo treatment will be retested within 45 to 60 days of the initial test. A positive test and confirmation at that time will result in termination of employment.
  - c) Should the retest be negative, the employee will be allowed to return to work subject to periodic retesting during the duration of employment with the City. Any additional positive test and confirmation at any time will result in termination.
  - d) This policy of encouraging rehabilitation is not to be interpreted as conflicting with the rule above prohibiting manufacture, distribution, dispensation, use, or possession of illegal drugs or alcohol on City premises or while performing City business. In addition, if the City deems the circumstances warrant termination, without first offering rehabilitation, it reserves the right to take such action.

Employees are prohibited from the use, sale, dispensing, distribution, possession, or manufacture of illegal drugs and narcotics or alcoholic beverages on City premises, work sites, in City vehicles, or in personal vehicles parked on City property. However, there may be an occasional event that allows the dispensing of alcohol at specific City buildings with City Council approval. In addition, employees are prohibited from the off-premises use of alcohol and possession, use, or sale of illegal drugs when such activities adversely affect job performance, job safety, or the City's reputation in the community. Employees shall not use alcohol while on duty or within 8 hours of a regularly scheduled shift. Undercover officers are exempt when performing their assigned duties.

**Sec. 7.97                    Personal Finances of Employees.**

It is the policy of the City to require employees to meet and discharge their financial obligations in a timely manner.

1. Employees should manage their personal finances so they do not adversely impact job performance or the City's image in the community. The failure of employees to meet financial obligations may impose an administrative and financial burden on the City in terms of extra bookkeeping and the need to respond to and comply with court processes.
2. The City must disclose employee financial data as obligated under statutory requirements. Employees who become financially obligated to the City will be expected to enter into a written acknowledgement of the obligation at the time it is incurred. Such obligations could arise from pay or expense advances, breakage or shortages.
3. The Finance Department is authorized to receive a writ of garnishment or attachment, a notice of levy by any taxing authority, or any other similar order requiring payment of a portion of an employee's compensation to someone other than the employee. The Finance Department is to notify the affected employee immediately, and then deduct the required amount from the employee's earning. The amount deducted, however, should not exceed that permitted by law.
4. No employee will be terminated because of the fact that their earnings have been subjected to garnishment for one indebtedness.
5. The City will not deny employment to, or terminate the employment of, any person solely because that person has filed a petition for bankruptcy.

**Sect. 7.98            Zero Tolerance for Unlawful Harassment.**

The City is committed to offering employment opportunity based on ability and performance, in a productive climate, free of discrimination. Accordingly, harassment of any kind by supervisors or co-workers will not be tolerated. In addition, the City will protect employees, to the extent possible, from reported harassment by non-employees in the work place.

In general, ethnic or racial slurs, jokes and other verbal or physical conduct relating to a person's race, color, age, sex, national origin, religion, disability, marital status, marital status, AIDS/HIV status, genetic information, or other class protected by applicable law constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work environment.

Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or other physical and verbal conduct of a sexual nature by supervisors or others of the same or opposite sex in the work place. Sexual harassment exists when:

1. Supervisors or managers make submission to such conduct either an explicit or implicit term

or condition of employment (including hiring, compensation, promotion, or retention); or

2. Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment-related decisions such as promotion, performance evaluation, pay adjustment, discipline, or work assignments.

Sexual harassment may also exist when co-workers (or non-employees, such as vendors, citizens) engage in such conduct, when the conduct unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

If you believe that you are being harassed by another employee, supervisor or any other person in connection with your employment with the City, you should bring the incident to the attention of your supervisor. If that would prove to be uncomfortable or you are not satisfied with your supervisor's handling of the complaint, bring the matter to the attention of your department head, the Human Resources Director and/or the City Administrator.

If you still are not satisfied with the handling or outcome of your complaint, or if you feel more comfortable bypassing the other steps, take the matter to the Human Resources Director. The City will promptly investigate all allegations of discrimination and/or harassment in as confidential a manner as possible and take appropriate corrective action if warranted.

Under no circumstances will a manager or supervisor be allowed to threaten or retaliate against an employee who alleges harassment.

## CHAPTER EIGHT

### SEPARATION AND REINSTATEMENT

#### **Sec. 8.10 Separation.**

All separations of employees from positions in the Classified Service shall be one of the following:

1. Reduction in force.
2. Death.
3. Dismissal.
4. Disability.
5. Retirement.
6. Resignation.

Any employee who is separated for any of the above reasons will receive their final paycheck on the next regular payday following the effective date of their separation or by the end of the month of separation. In the event of the death of an employee, the final payment will be issued as soon as the legal beneficiary or beneficiaries are determined. Prior to final payment of any money due, all records, assets, and other items of City property in the employee's custody shall be transferred to the department head and certification to this effect shall be executed.

Department heads shall secure from each employee who is issued City equipment, or who has possession of City records or keys to City equipment or buildings, the following release:

"In the event of my separation from City employment, I hereby authorize the City of Columbus to withhold my final paycheck until such time as I have returned to the City all equipment, keys, and records issued to me and owned by the City. In the event any such equipment is damaged, I also authorize the City to deduct from my final paycheck the cost of repairs of such equipment."

In the event an employee has signed such a release and fails to return all city equipment, keys, and records, their paycheck may be withheld as allowed by Nebraska law and the employee's signed acknowledgment.

#### **Sec. 8.20 Resignation.**

An employee may leave the City service in good standing by submitting their resignation at least two weeks in advance of the effective date. Department heads must give four weeks' notice to leave in good standing. The City Administrator, for good cause, may waive any portion of the notice period.

An employee resigning without the required notice may have the act recorded as a part of their personnel records. The Human Resources Director or the City Administrator shall endeavor to conduct an exit interview with each resigning regular full time or part time employee to determine the reasons for the resignation, to solicit suggestions for improving operations and personnel management, and to determine whether prohibited discrimination was a factor in the decision to resign.

**Sec. 8.30                      Reduction in Force Policy.**

It is the policy of the City of Columbus to avoid, insofar as possible, reductions in force which might unduly impact any of its employees. However, it is recognized that financial constraints or changes in service requirements may require such reductions in force.

Therefore, in order to ensure optimum notice to the City's employees in the event of a reduction in force, the following policy is hereby established for all regular employees in positions in the classified service:

1. An employee will be considered to be in the position to which he was most recently appointed, promoted or demoted.
2. Those employees in training in positions in which reductions are mandated will be the first to be removed. An employee in training due to promotion has the right to request to be reassigned to their previous position, if such position is available and currently a part of the classified service. An employee must notify the City Administrator of their desire to be considered for reassignment to their previous position as provided in paragraph 6.
3. An employee who has successfully fulfilled the training period for their position will only be removed from the classified service after any employees in training in the same position have been removed and after being considered for reassignment, if promptly requested in writing, to a previous position. Such employee may also make a prompt request, in writing, to be considered for reassignment to a position for which they are qualified and which position is being held by an employee in training or is vacant.
4. The decision as to who will be removed from the classified service shall be based on factors, including, but not limited to, the following:
  - a) The employment policies and staffing needs of the City, together with contracts, ordinances, and statutes related thereto.
  - b) The multiple job skills possessed and recently or currently being performed by the employee.
  - c) The knowledge, skills, and abilities of the employee.
  - d) Efficiency of the employee as demonstrated on the job.

- e) The performance appraisals of the employee, including any recent, pending, or recurring disciplinary actions involving the employee.
- f) Required federal, state, or local certifications or licenses.
- g) Seniority.

These factors may be documented by employee evaluations, disciplinary actions, commendations, documented training, citizen reports, and other verifiable comments or data or a recommendation from the employee's department head.

- 5. An employee whose services are terminated under this Reduction in Force Policy will be entitled to two weeks written notice from the City. Such notice shall be delivered by the United States Postal Service, registered return receipt requested, to the employee's address on file with the Human Resources Department of the City, or personally served on such employee. If the employee is in a position subject to the Civil Service provisions of the State Statutes and City Ordinances, the City Administrator shall also give written notice to the Civil Service Commission by contacting the Secretary of the Commission.
- 6. An employee whose position has been eliminated or who is being replaced as the result of the reassignment of a regular employee whose position has been eliminated by such reduction in force in a classified position, may request to be considered for reassignment to a lesser classification. Such request shall be submitted in writing to the City Administrator within five working days of the notice of the elimination of the employee's position or the reassignment of such other employee. If such a request is made, the employee will be considered for such classification using the criteria provided in paragraph 4.

**Sec. 8.40 Ability to Perform Essential Duties.**

Employees who cannot perform the essential duties of their job, with or without reasonable accommodation, may be separated from employment. The City reserves the right to require medical examinations that are job-related and consistent with a business necessity.

**Sec. 8.50 Retirement.**

Whenever an employee meets the conditions set forth in the City's Pension Retirement Plan, the employee may elect to retire and receive all benefits of the plan.

**Sec. 8.60 Reinstatement.**

Eligibility for benefits such as vacation and service awards is figured from the hire date of continuous employment. It is recognized that due to personal or business reasons an employee may terminate their employment with the City. As an incentive to encourage these employees to consider reemployment with the City rather than another organization, procedures have been created for recognizing the past service accumulated before separation.

Those employees with less than a two year break in service, who resigned in good standing, may be reinstated, provided the person is qualified to perform the duties of the position and such reinstatement would be in the best interest of the City.

The pay rate will be at the same step in the pay range at which the employee left unless they are returning to a different job, in which case the Demotion or Promotion Policy would then apply. Benefit accumulation would resume according to the restored years of service; i.e., vacation rate. Those employees who were under the provisions of the 2006 reinstatement personnel policy, will retain their ability to the “five year” reinstatement provisions.

## CHAPTER NINE

### **EXPENSE REIMBURSEMENT POLICIES AND REPORTING PROCEDURES**

#### **Sec. 9.00 Expense Reimbursement Policies and Reporting Procedures.**

1. The City of Columbus shall reimburse actual and necessary expenses incurred by elected and appointed officials, employees, or volunteers of the City at educational workshops, conferences, training programs, official functions, hearings, or meetings, whether incurred within or outside the city limits, after attendance has been approved by the department head or City Administrator and is in the parameters of the Personnel Policy and the annual City budget. The reimbursement of expenditures shall be limited to:
  - a) Registration or tuition costs, fees, or charges.
  - b) Transportation as specified below.
  - c) Meals as specified in 9.30.
  - d) Lodging.

These expenses will be reimbursable up to the federal per diem rates for the locality of travel. The per diem rates for the national and the state are available in both the Human Resources and Finance Departments.

Expense vouchers must be completed in order to be reimbursed.

2. Authorized expenditures shall not include any expenses incurred by spouse of an elected or appointed official, employee, or volunteer unless the spouse is also an elected or appointed official, employee, or volunteer of the City of Columbus and the expenses for the spouse are also preapproved.

#### **Sec. 9.10 Lodging.**

Except as otherwise provided herein, all hotel and motel reservations shall be made on a single-room basis only. Suites or similar accommodations shall not be used. When making reservations and at the time of registering, commercial or government rates, if available, shall be requested.

#### **Sec. 9.20 Transportation.**

For air travel, reservations shall be for coach class. If possible, an attempt should be made to arrange a commercial flight on a discounted basis. The employee will not be reimbursed for more than the actual cost of the flight ticket. Any special discount coupon or voucher received in connection with municipal trips for which the fare was paid or reimbursed by the City of Columbus, shall be returned to the City of Columbus for use, as applicable, in reducing cost of future trips paid or reimbursed by the City of Columbus.

Automobile transportation shall be arranged, whenever possible, to use City-owned vehicles. Personal vehicles may be used on City business only when there is no City vehicle available for the trip or when the use of a personal vehicle is approved by the department head.

If an employee elects to drive their personal vehicle when a City vehicle is available, the City will not reimburse mileage

Mileage for the required use of personal vehicles will be reimbursed at the specified Federal rate, as it may be amended from time to time, computed by the most direct highway route or an amount equal to the cost of regular, not discounted, coach air fare, whichever is less.

Rental cars shall be utilized on business trips only when transportation fares (taxi, bus, etc.) in that locale are less economical or pose a serious inconvenience. There shall not be more than one rental car for each four individuals on the same business trip. At all times an attempt shall be made to lease compact cars rather than larger sedans.

**Sec. 9.30 Meal Expense.**

Daily meal expenses incurred by an employee, Mayor, or City Council member in the process of performing duties for the City of Columbus are reimbursable with the following documentations:

1. Dates.
2. Amounts spent.
3. Business reason.
4. Names of persons or firms represented.
5. Name of city where meals occurred.

Reimbursement for alcoholic beverages is not allowed.

Employees may be reimbursed for meals incurred for only that employee's single meals. The employee shall be provided payment for individual meals based on Federal per diem rates.

The City Finance Director will announce future meal price adjustments as Federal Travel Regulations change.

When traveling out of state overnight, reimbursement will be made for all reasonable meal expenses provided receipts are presented for all meals.

For payment of the meal on overnight trips, the following guidelines apply:

1. In order to be reimbursed for breakfast, the claimant must leave Columbus before 7 a.m.
2. In order to be reimbursed for dinner, the claimant must return to Columbus after 6 p.m.

The above policy does not include meals which are served as part of the seminar, conference, or meetings.

Reimbursement will be made for meals which are a part of a seminar, conference, approved meeting; however, reimbursement will not be made in the event an employee elects to obtain a meal elsewhere when the meal is included in the registration fee for a meeting or seminar.

**Sec. 9.40 Expense Reports.**

Expense reports should be submitted at least monthly and be in compliance with the policies of the City of Columbus. Expenses shall be shown on the dates incurred. Each expense report shall be approved by a designated supervisor. Such approval shall be given by the supervisor after being satisfied the expense is City related, they are reasonable expenses, and the necessary documentation and supporting data are included. The Finance Department will audit to determine if the necessary documentation and supporting data are a part of the expense report and all information is correctly reported.

Expense reports without adequate documentation will not be paid in full. Only the expense report items with proper documentation will be paid. Items with insufficient support shall be deleted for payment later, after the needed documentation or written explanation is obtained. Correspondence regarding requests for additional documentation and all responses will be attached to the original expense report or resubmitted expense report.

**Sec. 9.50 Receipts.**

Receipts for expenses should be obtained to support a reimbursement request. Loss of a meal receipt or two will not endanger reimbursement. Receipts are required for the following items before expense reimbursement will be allowed:

1. All lodging expenses.
2. Rental cars (actual copy of rental agreement).
3. Registration fees at meetings or seminars.
4. Meals.

A receipt shall be the actual paid receipt received when paying for an expense incurred, a copy of a credit card charge, a copy of a customer receipt given to the employee by a firm providing services or goods to such employee, or a copy of a canceled check drawn payable to a specific payee. If a

receipt covers a combination of personal and business expenses, the business items must be clearly identified.

There are a few items that do not require receipts, such as tips associated with meals (no more than 18% of meal cost), taxi, limousine, local bus fares, parking expense in the course of a business trip, and telephone calls of a business nature when not placed via a City of Columbus telephone.

## **CHAPTER TEN**

### **RISK MANAGEMENT**

The City has appointed a Risk Manager and Risk Management Committee. They are responsible for the Risk Management Program as described in Resolution No.R90-20. It is the intent of the City that this group of employees help the City make a good faith effort to maintain a safe working environment by establishing programs and policies which encourage safety in the work environment and to abide by applicable laws and regulations.

#### **Sec. 10.00 Risk Management Responsibilities.**

##### **Risk Manager**

The Risk Manager is responsible for the development, organization, coordination and implementation of safety programs and safety education. Responsibilities also include work-site inspections, hazard reduction and/or elimination and accident/injury investigation, reporting and management. Other assignments and responsibilities related to disaster response and risk management complete the role of the Risk Manager.

The Risk Manager will advise the City Administrator as well as department heads, supervisors and employees of unsafe conditions, problems related to accident prevention and recommendations for loss control. The Risk Manager will not fulfill obligations of department heads or supervisors relative to providing safe work environments, necessary equipment, training, or inspections in the interest of accident prevention.

##### **Department Head**

The department head is responsible for fulfillment of departmental goals and objectives as well as health and welfare of each employee in the department. In the adopted safety policy, the highest priority has been placed on employee safety which becomes the responsibility of the respective department head. It is normal practice for department heads to delegate the authority to carry out safety policy in their department, but the responsibility for meeting objectives and the protection of employees in performance of their assignments cannot be transferred.

##### **Supervisors**

Supervisors will assume the responsibility of thoroughly instructing their personnel in the safe practices to be observed in their work situations. They will consistently enforce safety standards and requirements to the utmost of their ability and authority. Supervisors will act positively to eliminate any potential hazards within the activities under their jurisdiction and they will set the example of good safety practice in all phases of their endeavors. The principal duties of supervisors in discharging responsibilities for safety are as follows:

1. Enforce all safety regulations in effect and make employees aware that violations of safety rules will not be tolerated.
2. Make sure all injuries are reported promptly and treated properly and all accidents or unusual incidents are reported (preferably on the same work day) even if injury is not apparent.
3. Conduct thorough investigations of all accidents or incidents and take necessary steps to prevent recurrence, if possible, through employee safety education, operating procedures, or modification of equipment, facilities, or environment.
4. Provide employees with adequate safety instructions regarding their duties prior to the employees actually starting to work.
5. Make sure regular safety checks, including a careful examination of all new and relocated equipment are accomplished before it is placed in operation.
6. Assure equipment is properly maintained and issue instruction for the elimination of fire and safety hazards.
7. Continuously inspect for unsafe practices and conditions and promptly undertake any necessary corrective actions.
8. Develop and administer an effective program of good housekeeping and maintain high standards of personal and operational cleanliness throughout all operations.
9. Provide safety equipment and protective devices for each job based on knowledge of applicable standards.
10. Conduct safety briefings at organizational meetings and encourage the use of employee safety suggestions.
11. Give full support to all safety procedures, activities, and programs.

### **Employee**

Each employee, as a part of the comprehensive City of Columbus Risk Management Program, is expected to place safe work practices and identification of unsafe conditions as the highest priority while performing daily tasks. Each employee's safety commitment must include, but is not limited to, the following:

1. Using the safety equipment which has been provided for use in performing daily work assignments.
2. Wearing the prescribed uniform and safety shoes as required.
3. Only operating equipment for which training or orientation has been received.

4. Warning co-workers of unsafe conditions or practices they are engaged in which could lead to or cause an accident.
5. Reporting defective equipment immediately to their supervisor.
6. Reporting dangerous or unsafe conditions that exist in the work place as well as throughout the municipality. This would include defective sidewalks, broken curbs, hanging tree limbs, loose handrails, open manholes, sunken basins and sewers, missing or damaged traffic signs or signals.
7. The employee or if appropriate, the supervisor records all injuries, accidents or incidents immediately, completing the incident report, on the same work day, regardless of severity. If due to severity of injury or illness the employee is unable to complete the form, it is the supervisor's responsibility to complete the form.
8. Record on an incident report form any unusual occurrences or incidents observed on the day they occur, as it may later pose a liability risk to the City, its workers, or the public.
9. Protection of unsafe conditions resulting from municipal work which could present a hazard to the public.
10. Taking care not to abuse tools and equipment so these items will be in usable condition for as long as possible, as well as to ensure that the tools and equipment are in the best possible operating condition while being used.
11. When required, the employee will maintain a commercial driver's license. The City will pay the amount of the license fee in excess of the cost of a normal driver's license fee.

#### **Sec. 10.04 Incident Reports.**

Incident Reports shall be filled out whenever a near injury, an accidental injury or exposure occurs including possible bloodborne pathogens. This report shall be sent to the Human Resource office as with all other incidents reports, normally within the same work day. These reports will be kept as a permanent part of the safety record.

#### **Sec. 10.05 The Cost of Accidents.**

Another area of major concern to supervisors is the cost of accidents. Many people fail to realize how much accidents really cost. Accidents are expensive in ways that are not obvious; therefore, attention to loss control can improve your department performance.

Accidents can cause obvious and direct costs, such as medical, hospital, rehabilitation expenses, worker's compensation payments, and higher insurance premiums or even loss of insurability. But there are other indirect costs that are less obvious, and usually uninsured. These include the various disruptions of normal work procedures, such as employees being witnesses or helping the injured, or even the reduction in production.

If the return on the investment is not sufficient, it may be necessary to defer the procurement of new equipment and facilities. Insurance covers only a portion of the total accident cost and as accident loss experience increases, so will a company's insurance premiums. It is clear that directly and indirectly, accidents reduce the funds available for salaries, employee benefits, new equipment, etc. Actually, the total cost of accidents is greater than many of us realize.

**Items in Indirect Cost:**

1. Time lost by others.
2. Cost of hiring and training a replacement.
3. Lost efficiency.
4. Overtime premium.
5. Cost to investigate the accident.
6. Report time.
7. Tools/equipment damage.
8. Lost equipment utilization.
9. Lost production time.

All of these reduce efficiency and represent another cost. There are many hidden costs due to accidents. Conversely there are hidden savings in accident prevention, which is the reason the phrase "Loss Control" is often used. Every accident you prevent saves direct-indirect accident costs and this money will remain in money available for wages and city services.

Other benefits of accident prevention efforts include:

1. People will not be injured or killed.
2. Property and materials will not be destroyed.
3. Production will flow more smoothly.
4. You will have more time for the other major parts of your job.

All employees will include "Loss Control" as a regular part of their job and expect to have this part of performance measured. Employees are expected to perform periodic safety inspections of the work areas for which they are responsible.

Safety and housekeeping inspections, and the problems you discover, are important but what you do about them is more important. If a problem can be rectified by your department, work to complete the appropriate task as soon as possible so the problem can be solved. Be sure to follow up, as needed, to see that the job is done. You may even find it necessary to have your supervisor help expedite the work by getting help from other departments. Completing an Incident Report provides a written record as a basis for determining the best way to solve hazards that are observed in your city department or another department.

## **Sec. 10.10                    Driving Rules and Regulations.**

All drivers of municipal vehicles, and those using their personal vehicles in pursuit of municipal business, will comply with all applicable laws of the state as well as any additional regulations of the municipality. Emergency vehicles under pressing emergency situations are exempted from the usual motor vehicle laws and rules but are required to exercise due caution and care in travel.

### **Parking**

1. Municipal vehicles are not to park in "NO PARKING" zones except in emergency situations or in required performance of official duties. At those times a vehicle is parked in a "NO PARKING" zone, emergency blinkers will be turned on.
2. All municipal vehicles should be locked when not in use at a remote location.
3. Before initial use of any vehicle each day, the driver will walk around and inspect the vehicle for damage, inoperable lights, loose hardware, underinflated tires, or any other condition which may create an unsafe situation.
4. Any deficiency encountered will be reported to their supervisor immediately. It will be the supervisor's responsibility to ensure that appropriate action is taken to correct the problem.

### **Equipment**

1. All employees will wear seat belts as required by state law.
2. Portable or detachable doors may not be removed from vehicles unless:
  - a) It is a necessity in order to perform the job.
  - b) Mirrors remain usable when the doors are off. Similarly, vehicle doors are not to be tied open.
3. Turn signals will be utilized by all drivers at all times in ample time to warn oncoming or following vehicles of their intent.
4. Drivers will ensure windows, headlights, taillights, and windshield wipers are clean and operational at all times.

5. Tailgates will be up and locked when vehicles so equipped are in motion. If a vehicle's function requires that the tailgate remain in the open position, red flags will be attached to the materials being carried if they meet or exceed the length specified by State Law. (State Law requires flags on anything that extends over 4 feet from the taillight).
6. In any case, the driver of the vehicle is responsible to see that all necessary conditions are met on the vehicle before the driver operates it.
7. If the vehicle does not have a tailgate, but is loaded, the driver of the vehicle will ensure the load is secure on the truck and that overhangs are properly marked in accordance with applicable state and local laws.

### **Special Equipment**

1. Special equipment such as tractors, hi-lifts, high rangers, graders, plows, cranes, or any unit which has special devices added for specific types of work will require formal instruction prior to use by a driver. This special training will include the following:
  - a) Explanation and demonstration of all control devices.
  - b) Explanation and demonstration of all safety equipment.
  - c) Knowledge of maintenance items such as fuel, water, oil and other minimum operating needs of the unit.
  - d) Demonstration of operation.
  - e) New driver operation under supervision with testing.
  - f) Instruction in driving to and from, or on and off a trailer, parking procedures and method for securing.
2. Passengers will ride only in seats so designed for passengers on special equipment.
3. Triangular, orange-colored slow moving vehicle signs will be required to be displayed as per state law and, if sign is deployed, said vehicle will not exceed 25 mph.

### **General.**

1. Backing up vehicles without a clear view of the area back of the rear end will be done only with the assistance of a guide. If a second person is in the vehicle, that person will get out and guide the vehicle back using the appropriate hand signal and voice signal. If the driver is alone, the driver will get out of the vehicle and inspect the area behind the vehicle before backing. Again, strict caution is to be observed.

2. Riding on the sides, toolboxes, tailgates, or roof of any truck is prohibited. Further, standing in the back of any truck is not permitted.
3. Drivers will carry their state driver's license at all times. Loss of driving privileges may result in full-time drivers being temporarily reclassified if a position is available until such time as their driving privileges are reinstated or a temporary restricted permit is issued.
4. Employees who operate a City vehicle as a part of their job are required to report any suspension or revocation of their license to their supervisor who will in turn determine the future responsibilities of the employee. Failure of an employee to report a change in license status will result in disciplinary action.
5. Riding on running boards of trucks is strictly prohibited.
6. Except in authorized emergencies, posted speed limits will be strictly adhered.
7. Drivers should direct their full attention to driving. Inspections of streets, trees, signs, etc. may be made by a second person, other than the driver, wherever possible.
8. During periods of limited visibility, vehicle headlights will be turned on.
9. Trailers are to be fastened securely to hitches. Safety pins in pintle locks will be used. Safety chains will be crossed under the hitch and securely fastened before moving the vehicle.
10. All items to be transported either in a truck or trailer, which may move around during transport, will be secured.
11. No more than three (3) persons will ride in the front seat of any vehicle. Where only two single seats exist, there is to be only one rider per seat.

These rules may be updated periodically and may be amended as necessary.

**Sec. 10.15                    Procedures for Reporting Accidents and/or  
   Breakdowns of Municipal Vehicles.**

In the event an operator of a municipal vehicle is involved in an accident, the municipal Police Department should be called to the scene and required to prepare a report. If the accident should take place in another jurisdiction, the law enforcement agency of that jurisdiction should be called to the scene to make a report. The operator of the municipal vehicle involved in the accident should provide all the necessary identification and insurance information to the other party involved.

If a municipal vehicle is disabled as the result of an accident, or if a municipal vehicle breaks down and becomes inoperable, it shall be reported in accordance with department policy. When employees are covered by D.O.T. regulations, these federal policies should be obeyed, including steps for mandated drug testing.

Operators of municipal vehicles should be sure whenever a serious incident occurs, whether a breakdown, traffic accident, or vandalism, the responsible municipal department head should be immediately notified and an Accident Report be completed by the operator. Copies of all Accident Reports will be sent to the City Clerk's office, preferably during the same work shift.

**Sec. 10.20                    Safety Equipment.**

It is the municipality's intent to provide all necessary personal protective equipment required in performing routine operations. Protective equipment is provided to employees on an "as needed" basis. Each division sets protective equipment requirements depending on the activities of the jobs performed.

Requests for equipment not immediately available should be directed to the responsible supervisor. Failure to use available and required personal protective equipment is the employee's responsibility and ignoring this requirement can lead to the employee being subject to disciplinary action.

**Additional Safety Equipment**

Other protective equipment is provided in order to protect employees from unnecessary exposures. This includes barricades, cones, warning signs, warning lights, and many other specialty items. Consult with a supervisor or the Risk Manager for more information.

When working with power take-off shafts or chipping machines, no loose clothing should be worn. Reflective vests or cross straps are not required.

**Sec. 10.25                    Training.**

Each department has the responsibility of providing on-the-job training to each employee on the topics which will enable the employee to do their job safely and efficiently. This training shall include:

1.        Orientation of departmental and overall municipal safety and health rules.
2.        Procedure for reporting on-the-job injuries or unusual incidents.
3.        Procedures for processing hospital/medical bills related to job-related injuries.
4.        Worker's Compensation claims process.
5.        Requirements for use of vehicles.
6.        Reporting of unsafe conditions.

In addition, specialized training must be offered in the use of tools and equipment in order to maximize the capabilities of the equipment as well as to prolong its usable life and to prevent accidents.

All employees are expected to request instructions in those tasks or for any equipment with which they are not familiar.

**Sec. 10.30            Hard Hats.**

Hard hats will be worn by municipal personnel when involved in the following situations:

1.     Present, for any reason, on construction sites where hard hat signs are posted.
2.     In locations damaged by disaster, fire, flood or other cause which could result in structural damage or falling material.
3.     Persons working near high-voltage electrical hazards.
4.     All supervisors involved in the above-types of work.

**Sec. 10.35            Operations in the Public Way.**

Whenever operations are taking place in streets, parkways, sidewalks, or other places where citizens, as well as employees, may be endangered, the supervisor or crew leader on the work site is as responsible for the safety of the public in this type of operation as for getting the job done. The supervisor must spend ample time before, during, and after the work to protect employees and the public from the hazards created by this work. The following procedures are to be followed:

1.     If street construction or repair work is to be done, preparations will be made to assure vehicle and pedestrian safety before such work is allowed to begin.
2.     If traffic is affected by the operation, proper signing must be used to warn in advance of the work area. Traffic control signs, in and around the affected area, are to be correctly placed and maintained through the period when work is being performed and traffic obstructions exist.
3.     Where barricades and signs are used overnight, supervisors will examine the work area for proper placement at the end of the workday.
4.     Lighted barricades will be used whenever possible for overnight protection.
5.     Where traffic must be periodically stopped or obstructed by workers or equipment in the traveled portion of a roadway, protective cones will be stationed.
6.     All City employees in or near the roadway will wear regulation safety green clothing, vests, or cross straps on their clothing while at the work site.
7.     If a construction site is barricaded where no traffic can pass into the work area, vests need not be worn.

8. Flagmen will be used to slow or direct traffic where the approach to the work area does not provide adequate visibility to drivers.
9. In any case where streets are significantly obstructed or closed for any period of time, the Police Department and Fire Department will be notified of the situation and told approximately how long the closure will be in effect. Police and Fire operations may vary significantly due to the nature of the services they provide.

### **Pedestrian Safety**

1. If pedestrian traffic is impeded by official municipal barricades, then restrictive tape, rope, or other restraint will be used to keep the public from the work site.
2. If pedestrian traffic must be routed off sidewalks and into the street, then protection will be provided by cones, barricades, and signs to guard from vehicular traffic.
3. Holes in the sidewalk or parkway which must be left open will be covered whenever possible along with perimeter protection. Every possible means of preventing accidental entry into the hole should be used. Keep in mind that darkness and snow can complicate this situation.
4. Where an unusual situation exists which cannot be easily resolved, or when personal injury or damage to equipment or property occurs as a result of operations, contact the responsible supervisor and the Risk Manager immediately.

### **Sec. 10.40 Office Safety.**

Office work is more dangerous than is commonly supposed and many accidents occur during ordinary office routine.

1. Every employee shall be responsible to see that their own desk and work area is clean and orderly. Pick up items such as pencils or paper clips that are strewn around. Good housekeeping is the key to a safe office environment.
2. Keep an eye open for loose or threadbare floor coverings.
3. Be extra cautious when you come up to a door that can be opened in your direction. Take it easy when pushing open such a door and slow down when coming to a "blind" corner.
4. Haste when walking between desks can result in bruises and falls. Keep electrical cords out of aisles.
5. All file, desk, and table drawers shall be kept closed when not in use. As soon as you leave them, close them. Never open more than one file drawer at a time.

6. Overloading the top drawer of unsecured file cabinets has caused many an injury. If unfamiliar with file cabinets, test the drawers and be careful not to pull them out to full extension. There may be no locking device on inexpensive or older models.
7. Office tables, desks, and chairs must be maintained in good condition and free from sharp corners, projecting edges, wobbly legs, etc.
8. Tilting chairs can be hazardous when improperly used. Care should be taken to assure that they are in good working condition.
9. Never use chairs, desks, or other office furniture as a makeshift ladder. Always use a stepladder. Don't overreach and lose your balance.
10. Message spindles can all too frequently cause puncture wounds to hands and arms. When used, the point shall be protected by a suitable blunt cover or, preferably, the point should be bent to a horizontal angle.
11. Keep the blades of paper cutters closed when not in use.
12. Scissors, paper cutters, and similar office devices can easily cause minor, but painful injuries. Report such injuries at once and take precautions to avoid infection.
13. Keep your hands clear of electric typewriter carriages.
14. Paper cuts hurt. Use a sponge or wetting devices for envelopes. Use rubber finger guards when working with stacks of paper.
15. Keep paper clips, thumb tacks, and pins in a place where they can't injure you. Keep razor blades and "exacto" blades covered; even a little scratch can get infected.
16. Be sure all electrical equipment is grounded and the cord is in good condition. If a machine gives you a shock or starts smoking, unplug it and report the defective device immediately to the supervisor.

#### **Sec. 10.45            Ladders and Scaffolding.**

Mishaps involving electricity and falls from high places result in the two most critical types of injuries involving ladders and scaffolding. Other hazards include: splinters, splinters, and slips which can cause sprains, strains, bruises, and abrasions.

The following safety procedures will prevent accidents and possible injury:

## **Ladders**

1. Metal ladders shall not be used in the vicinity of electrical circuits.
2. Periodically inspect wooden ladders. They shrink over a period of time. In a stepladder, this may cause steps or back bar members to become loose. Hold the rods beneath the steps with pliers and tighten the nut at the end with a wrench to maintain strength and keep the ladder steady.
3. Wooden ladders or scaffold planks should not be painted because defects may be covered up. Use a good grade of spar varnish or a mixture of linseed oil and turpentine to preserve the wood.
4. Nonskid feet should be used on all straight and extension ladders.
5. When properly placed, the feet of the ladder should be about one-fourth as long as the vertical (i.e., if the ladder is leaned against a wall eight feet high, the feet should be set two feet from the wall.)
6. When using a straight ladder, it should be long enough to extend at least three rungs above the level to which the user is climbing. Step ladders must not be used in lieu of straight ladders. They are not designed for this purpose.
7. If the feet of a straight ladder are to rest on an unsecured surface, secure the ladder in position by the use of hooks, ropes, spikes, cleats or other anti-slip devices or by stationing an employee at the base of the ladder to hold it in position during use.
8. Never stand on the top step of a step ladder.
9. Only one person shall be on a ladder at a time.
10. Never carry articles in hand while climbing. Use a hand line to raise and lower tools and materials or suspend them suitably in a tool belt.
11. Always face a ladder when ascending or descending and always use both hands.
12. Clean muddy or slippery shoes before beginning to climb the ladder.
13. Keep the rungs clean and free of grease, oil, and caked-on dirt.
14. If it is necessary to place a ladder near a door or where there is potential foot traffic, set up warning signals or take other precautions to prevent accidental contact which might upset the ladder.

## **Scaffolding**

1. Proper supervision is required to erect scaffolding.
2. Planks and other material used in building scaffolding must be sound and free from knots. Keep planks in good condition. Never paint the planks.
3. Planking should be adequately cleated; scaffolding used for work over 10 feet off the ground should have toe boards, mid-rails and handrails.
4. Tools left on top of the scaffolding can easily fall to the ground and injure a passerby. Keep tools in a bucket or box lashed to the scaffolding.

### **Sec. 10.50 Use of Head Sets or Earbuds.**

As a general policy, the employee use of personal headsets or earbuds while operating machinery will not be permitted. Hearing protection devices will be provided as needed.

### **Sec. 10.55 Working in Cold and Hot Weather.**

This should serve as a guideline for assessing whether or not non-vital services should continue to be performed during periods of extremely cold or hot weather. While this information may not be relevant to all municipal departments, the data provides good personal information and should be shared with employees for their use.

Wind chill factors were developed by the military to determine the effects of combining wind and temperature as they affect exposed skin surfaces. Wind chill effect does not cause liquids to freeze when the air temperature is above the freezing point. However, when the air temperature is below freezing, wind effect will speed up the freezing process.

The National Weather Service has devised the "Heat Index", which is an accurate measure of how hot it really feels when relative humidity is added to the actual air temperature.

There are going to be situations where no condition of weather will force work to be stopped. These situations include police and fire service, sanitation services, and emergency responses by any personnel to situations which arise as a result of this severe weather. Bear in mind, however, that nonessential services within emergency response departments should be considered for curtailment during extreme temperature or wind chill periods. The procedure for evaluation of particular jobs will be as follows:

1. Assess the necessity of performing the particular task at the time.
2. Assuming the task must be done, determine if the employees are properly dressed and protected from the elements.

3. Determine what method the employee will have available to get warm or cool periodically while the task is being performed.
4. Consult a Wind Chill Chart and determine the wind chill equivalent. If the chill factor is in the "Danger" zone, special clothing is required and protection from the effects of the chill must be considered and used. Likewise, check with the National Weather Service to determine the heat index.
5. If the chill factor is in the "Great Danger" zone, or the heat index is at an extremely "High" level, only life and health safety tasks will be considered.
6. In the "Danger" zone, certain tasks may be impossible due to wind or temperature alone. However, the general policy for non-life safety tasks will be that cold weather considerations will be implemented anytime the reported wind chill falls below -25 degrees or the heat index is above 130 degrees.
7. Individual municipal departments may establish separate conditions, based on wind chill or heat index factors as they affect specific tasks.
8. Any questions or circumstances that arise regarding this policy should be directed to the Risk Manager.

#### **Sec. 10.60 Hazardous Communications Policy.**

The City of Columbus wants employees to be able to work safely and effectively on their jobs.

As a part of this goal, the City wants employees in each department to know the chemical products in their department and how to best work with these chemicals. Each department should assemble an information file on those chemicals used, and especially those chemicals that might be designated as hazardous. Each department should also make sure the chemicals in their department remain properly labeled.

These records will be reviewed at least annually by our insurance company Loss Control Specialist and/or a Risk Management team member and then reported annually at the first Risk Management meeting of the year.

Whenever employees are using a chemical agent for the first time, they should review their proposed handling of the product with their supervisor to assure proper procedures will be followed.

As new chemicals are added to a department's inventory, the department should obtain information (Safety Data Sheets) from its supplier and make sure the new product has complete labeling on each storage container. If the SDS sheet requires protective equipment for safe handling, each department is to have the necessary equipment available.

Should an accident or unusual reaction occur with a department chemical, report it to your supervisor and complete an Accident/Incident Report.

A supplementary publication, "**Hazards in the Workplace: YOUR RIGHT TO KNOW**" booklet, is available in each department to help employees learn how labels and SDS information can help them to work with knowledge and sensitivity.

### **Sec. 10.65 Bloodborne Pathogen Policy.**

The purpose of the Bloodborne Pathogen Policy is to limit occupational exposure to blood and other potentially infectious materials. This policy will provide a review on infection control. It is the City's intent, as far as is possible, and within the scope of current knowledge, to protect all concerned parties from accidental exposure to the viruses that cause Hepatitis B, Acquired Immune Deficiency Syndrome (AIDS) and other blood communicable diseases.

#### **Infectious Materials**

1. Blood products (plasma).
2. Vaginal secretions.
3. Fluids surrounding the spine, brain, heart, lungs, abdomen and joints.
4. Amniotic fluid.
5. Semen.
6. Any other body fluid containing visible blood.
7. Body tissue.

Hepatitis B virus attacks the liver and is the major infectious bloodborne hazard faced on the job.

HIV attacks the immune system, making the body less able to fight off infections, causing the disease known as AIDS.

#### **Universal Barrier Precautions**

These devices and procedures should be used by anyone coming in contact with blood or bodily fluids, whether it be direct contact, splashing, clothing exposure, or working with medical instruments.

1. Waterproof gloves should be worn when handling items soiled with blood, body fluids, tissues or equipment contaminated with blood or other body fluids.
2. Waterproof gowns or plastic aprons shall be worn when performing procedures that may bring contact with body fluids.

3. Hands shall be washed thoroughly and immediately if they accidentally become contaminated with blood or potentially infective body fluids. Hands should be washed even when gloves have been used.
4. Masks and/or protective eyewear should be worn if aerosolization or splattering is likely.
5. Contaminated materials should be double bagged and marked as containing biohazardous material and then transported to the Fire Department for disposal.

### **Clean Up**

When an area is possibly contaminated by blood or body fluid containing blood such as emesis, care should be taken to sop up the liquid with paper toweling (using universal precautions). The area should then be cleaned with a disinfectant such as clorox (one part clorox to ten parts water). Secondary cleaning may then be conducted as needed. Double bag and tag all such sopped materials.

### **Hepatitis Vaccination**

For employees who are expected to come in contact with blood and body fluids containing blood, as a part of their job duties, vaccinations for Hepatitis B may be required at City expense. The determination of which employees fit this category is decided on a department by department basis.

### **Workplace Infections**

People infected with a bloodborne pathogen like AIDS or Hepatitis can sometimes appear to be in good health. Therefore it is better to assume blood or blood-contained body fluids are infected than to act carelessly.

Fortunately, AIDS and Hepatitis B aren't spread through the air like cold or flu germs. You won't get either disease from working alongside someone who is infected or from casual contact.

You can become infected at work by:

1. Accidentally cutting yourself with a sharp object that is contaminated with infected blood or body fluids.
2. Getting infected blood or body fluids on your skin, especially if your skin has open sores, nicks or cuts.
3. Getting contaminated blood or body fluids in the mucous membranes of your eyes, nose or mouth.

Normally, your skin acts as a protective barrier to keep viruses out. But even tiny breaks or cracks in the skin from common conditions like dermatitis, acne, chapping and broken cuticles can be doorways for these bloodborne viruses to enter your body. More restrictive or less restrictive guidelines may be adopted within specific departments to accommodate unique work situations.

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## ACKNOWLEDGMENT FORM

I acknowledge receiving a copy of the ~~2010-2019~~ 2020 City of Columbus Personnel Manual. I understand that I must ~~immediately~~ read it or have it read to me carefully. I understand this Manual supersedes all prior versions. I recognize that I must ~~immediately~~ understand all of its rules, policies, terms and conditions, and agree to abide by them, realizing that failure to do so may result in disciplinary action and/or termination. I understand that upon termination of my employment for any reason, I must return all City materials, property and equipment issued to me and pay the City any money that I may owe and agree that upon my failure to promptly do either of these the City can withhold corresponding amounts from my final paycheck and take whatever legal action is necessary to recover such. **I understand and agree that unless I am covered by the Civil Service System (which has its own set of statutes and regulations), my employment is terminable-at-will, so that both the City and I remain free to choose to end our work relationship at any time. Similarly, no City official has the authority to enter into an oral employment contract, and only the ~~City Administrator or~~ Governing Body can enter into a written employment contract on behalf of the City.**

I understand nothing in this Manual in any way creates an express or implied contract of employment between the City and me, but rather is intended to foster a better working atmosphere while the employee/employer's relationship exists.

---

**Employee's Signature**

---

**Date**

---

**Employee's Name (Printed)**

---

---

~~Witness Signature~~

**THIS IS NOT A CONTRACT FOR EMPLOYMENT. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A PROMISE OF ANY TERM OR CONDITION OF EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO, CONTINUING EMPLOYMENT. THE CITY OF COLUMBUS RESERVES THE RIGHT TO MODIFY OR REPEAL ANY PROVISION OF THIS HANDBOOK AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT PRIOR NOTICE.**

## **CHAPTER ONE**

### **PERSONNEL MANAGEMENT SYSTEM**

#### **Sec. 1.10 Purpose.**

The personnel management system of the City of Columbus, of which this manual is a part, is designed to instill a high degree of understanding, cooperation, efficiency, and unity through systematic, uniform application of modern personnel practices. The purpose of this manual is:

1. To inform employees of their rights and obligations in relation to their employer; but not to provide any legal or contractual rights not otherwise provided for, and shall not be construed as a contract of employment.
2. To inform department heads, and other supervisors of their obligations toward and their rights to assign and instruct subordinate employees.
3. To ensure compliance with all applicable laws.
4. To promote and increase efficiency and responsiveness to the public, and to promote economy in the City service.
5. To provide fair and equal opportunity for a qualified person to enter and progress in the City service based on merit and fitness as ascertained through fair and practical personnel management methods.
6. To enhance the attractiveness of City careers and encourage employees to give their best efforts to the City and the public.
7. In the event of conflict between this manual and state or federal laws, such state and federal laws shall prevail.

#### **Sec. 1.20 Coverage of the Rules.**

These rules shall apply to all departments, divisions and employees of the City except in cases of conflict with applicable state or federal laws or regulations or with the rules of the City of Columbus Civil Service Commission as statutorily applicable. An employee is defined as any person who has been appointed/hired to a position of employment on the City payroll, excepting any person serving on a retainer contract basis. Benefits conferred to employees in this manual may be different if the employee is covered by a City-recognized Collective Bargaining Agreement. These changes will be described in the approved Collective Bargaining Agreement.

**Sec. 1.30 Adoption of the Manual.**

This manual shall become effective when adopted by the Mayor and City Council, whereupon all conflicting rules, regulations, policies, or procedures previously adopted by the Mayor and City Council or by administrative directive shall be superseded, to the extent of the conflict.

**Sec. 1.35 Amendment of the Manual.**

Written suggestions for amending this manual are welcome at any time from City employees and should be submitted, through supervisory channels, to the City Administrator or the Human Resources Director. Amendments shall become effective upon approval by the Mayor and City Council. ~~THIS IS NOT A CONTRACT FOR EMPLOYMENT. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A PROMISE OF ANY TERM OR CONDITION OF EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO, CONTINUING EMPLOYMENT. THE CITY OF COLUMBUS RESERVES THE RIGHT TO MODIFY OR REPEAL ANY PROVISION OF THIS HANDBOOK AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT PRIOR NOTICE.~~

**Sec. 1.40 Availability of the Manual.**

Each regular employee shall receive and maintain a copy of this manual.

**Sec. 1.50 Supplemental Personnel Regulations.**

Department heads may establish such supplemental personnel regulations as are necessary for efficient and orderly administration and for ensuring the proper conduct and discipline of their employees.

Supplemental personnel regulations shall be subject to approval by the City Administrator and shall be consistent with these rules, other requirements of the Mayor and City Council, and administrative directives. Copies of supplemental personnel regulation shall be made available to employees in their departments.

**Sec. 1.55 Employment at Will.**

An employee has freely chosen the opportunity of employment with the City. It is understood the employee has a continuing right to leave or stay as they choose. The City reserves those same rights to maintain or terminate the employment and compensation of employees as needs require. The City also reserves the right, except as to those employees who are protected under the Civil Service System, to terminate the employment and compensation of employees as needs require, and to do so

with or without cause.

The City of Columbus, by decision of the Mayor and City Council, agrees to follow the process for dismissals and disciplinary actions as outlined in the Personnel Rules and Civil Service Rules that are applicable to those regular employees who have successfully completed their introductory period. However, these policies in no way shall be construed to create a contractual employment relationship between the City of Columbus and its employees. Furthermore, the City of Columbus shall have no tenured employment agreements with any employee or organized employee group.

This manual is not a contract of employment, nor shall it be construed as creating any contractual rights or property interest in favor of City employees. Nothing contained in this manual or in any other statement of City philosophy, including oral statements, should be considered a promise of continuing employment.

**Sec. 1.60 Definitions.**

The following definitions shall apply in these regulations, unless the context clearly indicates otherwise:

**Absence Without Leave.** An absence from duty which was not authorized or approved.

~~**Affirmative Action**—The practice or policy of favoring individuals belonging to groups known to have been discriminated against previously.~~

**Appeals.** Procedures as described by these regulations for appealing disciplinary actions, employee-evaluations and other individual grievances.

**Applicant.** An individual who has applied in writing on a City application form for employment with the City of Columbus.

**Appointment.** The offer to and acceptance by a person of a position either on a regular or temporary basis.

**Appointing Authority.** The person or persons who are authorized to offer employment in the City's classified service. For the City Administrator, City Clerk, City Engineer, Finance Director, full-time paid firefighters, Fire Lieutenants, Fire Chief, Assistant Fire Chief, Fire Training and Safety Officer and sworn members of the police force, it shall be the Mayor and City Council. For all department heads, other than the City Clerk, City Engineer, and Finance Director, it shall be the City Administrator, Mayor, and City Council. For the Library Director, it shall be the Library Board. For all other employees it shall be the City Administrator.

**Chain of Command.** The chain of command is the formal line of authority, communication, and responsibility within an organization. The chain of command is usually depicted on an organizational chart, which identifies the superior and subordinate relationships in the organizational structure. According to classical organization theory the organizational chart

allows one to visualize the lines of authority and communication within an organizational structure and ensures clear assignment of duties and responsibilities. By utilizing the chain of command, and its visible authority relationships, the principle of unity of command is maintained. Unity of command means that each subordinate should report to one and only one superior. Unity of command is crucial to productive work schedules, the maintenance of a prioritized work schedule, and productive communications. It would therefore be expected that communications and requests for service flow both ways through chain of command.

**Civil Service Employee.** Civil Service employees employed by the City of Columbus shall be designated by the definition in Revised Statutes of Nebraska, Sec. 19-1829.

**Compensatory Leave.** Time off from work in-lieu of monetary payment of overtime worked.

**Demotion.** Assignment of an employee from one title to another which is a lower rate of pay and/or rank.

**Department Head.** A person trained to manage a specific area of City government such as Police, Library, etc. Department heads are responsible for the general operation of the department and ensuring adequate performance levels from employees. Department heads shall have full responsibility to recommend any personnel actions in accordance with the authority delegated to them by the Appointing Authority. All actions by department heads within their department are accountable to the City Administrator.

**Disciplinary Action.** Action taken by a supervisor, department head, or the City Administrator whenever an employee's performance, attitude, work habits or personal conduct fall below a desirable level.

**Dismissal.** A type of disciplinary action which separates an employee from the City payroll.

**Employee.** An individual who is legally employed by the City in one of the categories listed below and is compensated through the City payroll. An employee may be defined as follows:

- a) Regular, full-time. This person is expected to work an average of ~~40~~ 30 hours per week for the 6 months during their introductory period before obtaining the regular status in their assigned classification, except in the case of firefighters and fire lieutenants whose work period shall be an average of 106 hours in a 14 consecutive day period.
- b) Regular, part-time. This person may be employed on a regular schedule of less than ~~40~~ 30 hours per week and will normally work at least 1,000 hours throughout a year.
- c) Temporary and Seasonal. This person may be employed for any number of hours per week in positions declared to be seasonal or temporary in nature and will not normally work more than 1,500 hours per year. This person may be assigned to a classification temporarily vacated by a regular employee while on military duty or other authorized absence.

d) The Temporary employee shall not include:

Elected officials and persons appointed to fill vacancies in elective offices, members of appointive boards, commissions or committees, the city attorney, consultants, advisors, and counsel rendering temporary professional service, independent contractors, emergency employees who are hired to meet the immediate requirements of an emergency condition and volunteer personnel, and also all other personnel appointed to serve without compensation.

**Employee Counseling.** The act of assisting employees to become more effective on the job. Relates to employee evaluation and employee improvement.

**Employee Development.** The interaction of employee counseling, employee evaluation and employee improvement.

**Employee Evaluation.** The system of evaluating employees' performance. Relates to employee improvement and employee counseling.

**Employee Improvement.** All types of training and educational programs that improve the quality of service of the employee and improve his/her chances for advancement. Relates to employee evaluation and employee counseling.

**Examination.** The process of testing, evaluating or investigating the fitness and qualifications of applicants and employees.

**Grievance.** An employee's feeling of differences, disagreements or disputes arising between an employee and their supervisor relative to some aspect of their employment, application, or interpretation of regulations and policies or some management decision affecting the employee.

**Hire Date.** The date upon which employment started with the City of Columbus for a specific employee. This date will be adjusted to exclude leave of absence without pay. This is the date upon which vacation accruals are based.

**Immediate Family.** Spouse, children, brothers and their wives, sisters and their husbands, mother, father, grandparents or grandchildren. Spouse's children, parents, grandparents, brothers and their wives, sisters and their husbands or grandchildren

**Introductory Period.** See policy 2.95 for definition.

**Job Description.** A written description of a job consisting of a title, a general statement of the level of work and of the distinguishing features of work, examples of duties and qualifications for the Job Title.

**Job Title.** A group of positions which are sufficiently alike in general duties and

responsibilities to warrant the use of the same title, class specifications and pay range.

**Lay-off.** The involuntary non-disciplinary separation of an employee from a position because of shortage of work, materials, or funds.

**Leave.** An approved type of absence from work as provided for in this manual.

**Merit/Periodic Pay Increases.** A merit increase is compensation within the confines of the pay scale established in the Pay Plan. It may be granted to an employee for meritorious service and completion of minimum prescribed periods of employment in the class.

**Merit Proficiency Date.** This date is generally when the employee completes their first 12 months of employment. It is the date used to mark annual performance evaluations. Each year the employee should have their evaluation during the two-week pay period which contains this date, when possible. The merit proficiency date will change with any change in pay grade or unpaid leave of absence.

**Military Leave, Reserve.** A leave of absence for military service performed during their employment as required by applicable state or federal law. An eligible employee's rights to reemployment after military leave will also be governed by applicable law.

**Overtime.** Authorized time worked by an employee for overtime work performed in accordance with Federal and State Regulations and this manual.

**Promotion.** Assignment of an employee from one Job Title to another which has a higher rate of pay and rank.

**Reclassification.** The action of changing a position by classifying it upward, downward or to a different classification on the basis of sufficient changes in the kind, development or responsibilities of work assigned to the position.

**Reprimand.** A form of guidance which may be oral or written, and which should be used not only to warn an employee, but also to guide, direct and instruct the employee in how to correct and avoid repeating a mistake, infraction, deficiency or problem.

**Seniority.** Length of continuous service with the City as a regular employee.

**Sick Leave.** An absence approved by the department head or supervisor due to illness or injury.

**Supervisor.** An individual who has the authority to undertake or recommend tangible employment decisions affecting a particular employee; or an individual who has the authority to direct a particular employee's daily work activities.

**Suspension.** An enforced leave of absence for disciplinary purposes or pending investigation of charges made against an employee; may be with or without pay.

**Transfer.** Assignment of an employee from one position to another position of a different Job Title or Work Location.

**Work Day or Work Period.** Scheduled number of hours an employee is required to work per day or per scheduled number of days as department policy.

**Sec. 1.70                      Role of Mayor and City Council.**

The Mayor and City Council shall be the ultimate policy-making authority for all matters pertaining to personnel management in the City government and shall determine the numbers and kinds of positions of employment.

**Sec. 1.80                      Role of the City Administrator.**

The City Administrator shall be responsible for the proper administration of the personnel management system by:

1.     Ensuring appointments are based on merit and fitness.
2.     Recommending a sound Pay Plan and position plan.
3.     Equitably administering the Pay Plan.
4.     Ensuring the City is an Equal Opportunity Employer.
5.     Maintaining employee discipline.
6.     Ensuring high employee productivity.
7.     Maximizing employee development opportunities.
8.     Ensuring fair and effective appeal and grievance procedures.
9.     Fostering good employee relations.
10.    Issuing such administrative directives as are necessary to implement these rules.

**Sec. 1.90                      Functions of the Human Resources Department.**

The Human Resources Department performs the following functions:

1.     Recruits candidates for employment.
2.     Receives and initially processes employment applications.

3. Refers applicants to department in accordance with established procedures.
4. Processes appointments, separations, and other actions.
5. Develops general personnel forms.
6. Advises and assists the City Administrator and the department heads as to general personnel policies, and in individual cases ensures all laws and administrative regulations are complied with and that good personnel practices are observed.
7. Represents the City Administrator, as directed, in relationships involving personnel matters with private and governmental agencies.
8. Revises and keeps this manual up-to-date.
9. Maintains the Pay Plan **and Job Descriptions**.
10. Keeps the central personnel records, including records of accidents and injuries.
11. Performs other related functions as directed by the City Administrator.

**Sec. 1.92 Human Resources Director.**

The normal procedures for discussing concerns, or problems, will be resolved using the chain of command as provided in the Personnel Rules.

However, in instances where the concern is confidential in nature or the employees' interest might be compromised if a rigid chain of command is followed, the employee shall have the right to bring the concern directly to the Human Resources Director.

When questions or problems arise regarding issues in the workplace, employees are encouraged to first discuss the matter with their supervisor. If they are not satisfied at this point or are uncomfortable visiting with their supervisor regarding the matter, the employee should contact their department head. If this does not resolve the matter or would prove uncomfortable, employees may always contact the Human Resources Director directly.

**Sec. 1.93 Responsibility for Job References.**

The Human Resources Director shall be responsible for providing job references for all past and present employees. All employees shall refer all job related inquiries regarding references for former and current employees to the Human Resources Director.

**Sec. 1.94 Role of Department Heads.**

Department heads shall have full responsibility for managing their assigned personnel and for taking or recommending any personnel actions in accordance with the authority delegated to them by the

City Administrator and the applicable provisions of these rules.

**Sec. 1.95 Personnel Records.**

The Human Resources Director shall maintain a file for each person currently employed by the City. An employee may contact the Human Resources Director to review their own personnel file. The documents in the file shall be reviewed in the Human Resources Director's office. The file or documents in the file shall not be permitted to leave that designated office. Employees do not have the right to add or delete material from their personnel files. Copies of particular documents shall be made at the request of the employee.

**Sec. 1.96 Code of Employer-Employee Relations.**

It is the policy of the City of Columbus to implement fair and effective personnel policies and to require all employees to serve the organization's best interests as listed below:

1. The City retains the sole right to exercise all managerial functions including, but not limited to, the right of the City to manage and supervise all operations and establish work rules, regulations, and other terms and conditions of employment; direction, assignment of work to, and arrangement of working forces, including the right to hire, promote or not promote, suspend, terminate for cause, make interdepartmental transfers, relieve employees from duty because of lack of work or other legitimate reasons; the determination of services to be provided; the determination of employee's work abilities; the location of the work sites including the establishment of new work sites and the relocation and closing of old work sites; the determination of financial policies including accounting procedures and budget control; the determination of the management organization of the department and the selection of employees for promotion, transfer, or reorganization; maintenance of discipline and control and use of City property; the subcontracting of unit work; the establishment of quality standards and judgment of workmanship required; the scheduling of operations and the time to be worked; and the right to enforce rules and regulations now in effect and which it may issue from time to time. The above detailed listing of management rights shall in no way be deemed to exclude other management prerogatives which may not have been specifically listed.
2. The City's objectives for employees include the following:
  - a) To provide equal employment opportunity and treatment regardless of race, color, religion, ~~color~~, sex, age, national origin, disability, Vietnam era veteran status, marital status, AIDS/HIV status, ~~or~~ genetic information or any other class protected by applicable law. unrelated to the ability to perform the job.
  - b) To provide compensation and benefits commensurate with the work performed.

- c) To establish reasonable hours of work based on the City's service obligations.
  - d) To monitor and comply with applicable federal, state, and local laws and regulations concerning employee safety.
  - e) To offer employees training opportunities whereby the employee and City would mutually benefit.
  - f) To be receptive to constructive suggestions which relate to the job, working conditions, or personnel policies.
  - g) To establish appropriate means for employees to discuss matters of interest or concern with their immediate supervisor, department head, **Human Resource Director or City Administrator**.
3. The City expects all employees:
- a) To deal with citizens, suppliers, and contracting organizations in a professional manner.
  - b) To perform assigned tasks in an efficient manner.
  - c) To be punctual.
  - d) To demonstrate a considerate, friendly, and constructive attitude toward the public and fellow employees.
  - e) To adhere to the policies adopted by the City.
4. Nothing in this manual should be considered as altering the employment-at-will relationship or as creating an express or implied contract or promise concerning the policies or practices that the City has implemented or will implement in the future. (See Employment-At-Will, Sec. 1.55.) Accordingly, the City retains the rights to establish, change, and abolish its policies, practices, rules, and regulations at will, and as it sees fit at any time, with or without notice.

**Sec. 1.97 Employee Educational Refund Plan.**

The City of Columbus recognizes the mutual advantages to be gained when employees enroll in continuing education courses. In order to encourage this program, the City has implemented an Employee Education Refund Plan whereby the City will reimburse the employee 80% of the tuition, books and fees, subject to the following conditions:

- 1. Availability of budgeted department funds.
- 2. Only regular **fulltime** employees are eligible and must have completed one continuous

calendar year of employment.

3. The courses or degree work selected by the employee must be technical or professional, ~~or~~ **and** related to work available in City service, but not directly related to the employee's current position with the City. Enrollment must be made with a recognized and established college, university, technical school, correspondence school, or equivalent.
4. **Prior to enrolling in a class**, the request must be approved by the immediate supervisor, department head, and the City Administrator.
5. Continuing education courses are voluntary and must occur while off-duty and without compensation since such training does not constitute "hours worked".
6. The course must be satisfactorily completed and receipts for tuition, books, and entrance fees **and transcript** must be submitted as a basis on which to compute the refund.
7. Where the employee is already receiving tuition or scholarship assistance such as VA benefits, etc., the City will make the reimbursement for education costs to the extent that the total payments received by the employee from all sources does not exceed 100% of the total course cost.
8. An employee benefit of \$500 as incurred each calendar year and a \$2,000 maximum benefit is allowed under this policy.

**In order for training and education to be unpaid, it must meet all 4 of these factors:**

1. Attendance is outside of the employee's regular work hours;
2. Attendance is voluntary;
3. The course, lecture or meeting is not directly related to the employee's job; and
4. The employee does not perform any productive work for the employer during such attendance.

## CHAPTER TWO

### METHOD OF FILLING VACANCIES

#### **Sec. 2.05            Vacancy Identification.**

Department heads shall notify the Human Resources Director as soon as they become aware of actual or ~~impeding~~ ~~impending~~ vacancies in their organizations. No vacancy may be filled without the authorization of the City Administrator, who may specify the selection process or processes to be used.

#### **Sec. 2.10            Promotion Policy.**

A promotion is the assignment of an employee from a position in one Job Title to a position in another Job Title having a higher maximum salary. The City shall provide promotional opportunities whenever feasible. City employees may also apply and be considered for any position in the same manner as members of the general public.

#### **Sec. 2.12            Competitive Selection.**

When a competitive selection process is to be used, the City Administrator, according to the best interest of the City, may designate the selection process for applicants from any of three processes. First, the selection process may be limited to persons in the City service or a segment thereof. Secondly, the selection process may be opened to the general public without special preferences or consideration for any City employees who apply. And finally, the selection process may include both City employees and members of the general public, with City employees given preference in application and/or consideration.

#### **Sec. 2.15            Noncompetitive Selection.**

When in the best interest of the City, a noncompetitive selection process may be specified by the City Administrator. Vacancies may be noncompetitively filled with qualified persons by the following means:

1. Reinstatement of a former City employee, as described elsewhere in these rules.
2. Demotion for cause, as described elsewhere in these rules.
3. Voluntary demotion.
4. Repromotion of an employee previously demoted in lieu of layoff.
5. Lateral transfer.
6. Special employment program.

**Sec. 2.17 Voluntary Demotion.**

Demotion is the assignment of an employee from a position in one class to a position in another class having a lower maximum salary. Employees may be demoted at their own request if in the best interest of the City.

**Sec. 2.20 Demotion in Lieu of Layoff.**

An employee may be demoted as an alternative to layoff. Such demotion may be fully or partially rescinded at any time through noncompetitive re-promotion.

**Sec. 2.25 Lateral Transfer.**

Lateral transfer is any assignment from one position to another not involving a promotion or demotion. A lateral transfer may be affected at an employee's request or for reasons of administrative necessity. It is highly desirable when a vacancy occurs in a department for which an employee of another department is qualified, that the employee be given an opportunity to apply for the vacancy. In appropriate circumstances, the Human Resources Director shall ensure that notices are posted in City departments and divisions soliciting applications for lateral transfer.

**Sec. 2.27 Special Employment Programs.**

From time to time, the City Administrator, in furtherance of legitimate public policy objectives may specify vacancies be filled with persons eligible for inclusion in particular special employment programs without regard to the provisions of this chapter concerning selection processes. Special employment programs include, but are not limited to internships, youth employment programs, work-study programs, intergovernmental mobility assignments, vocational rehabilitation programs and seasonal employees.

**Sec. 2.30 Temporary Positions.**

The City Administrator may authorize any fair and practical means of filling temporary or seasonal positions without regard to other provisions of this chapter concerning selection processes.

**Sec. 2.35 Vacancy Announcements.**

The Human Resources Director shall announce all vacancies for which a competitive selection process has been specified.

**Sec. 2.37 Purpose and Design of Application Forms.**

The Human Resources Director shall develop one or more general application forms for use in applying for City employment. The Human Resources Director or department heads may also develop specialized or supplemental application forms for use in appropriate circumstances. Any forms developed by department heads shall be reviewed by the Human Resource Director for technical adequacy, utility, and equal employment opportunity compliance. Application forms shall

be used in making fair determinations of qualifications for employment. Information concerning non-merit factors shall only be requested as necessary to satisfy equal employment opportunity and other legal requirements. Information required only at the time of selection or appointment shall not be solicited at the time of initial application.

**Sec. 2.40 Filing of Application.**

Applications shall be filed with the Human Resources Director as specified in the applicable vacancy announcements. The City Administrator may authorize the acceptance of late applications, if in the best interest of the City. The Human Resources Director shall provide all reasonable assistance to persons requesting help in completing their applications. All information submitted shall be subject to verification. The City may cease accepting or processing applications at any time in accordance with operational requirements.

**Sec. 2.45 Initial Processing of Application.**

The Human Resources Director shall be responsible for the initial processing of employment applications as directed by the City Administrator. Should information be collected solely for equal employment opportunity purposes it shall be detached from the main body of each application upon receipt. The information shall be separately and securely filed by the Human Resources Director and shall not be used in the selection process.

**Sec. 2.47 Evaluation of Qualifications.**

It is the policy of the City to select, develop and promote employees based upon their individual qualifications, abilities and performance. Applicants for employment with the City will be requested to supply personal and employment references. In addition, the city reserves the right to obtain background information on applicants either before or after actual employment. Such information may include, but is not limited to, an individual's character, general reputation, mode of living, and criminal and other public record. To protect against the use of inaccurate information, the city will comply with applicable federal law in obtaining such information.

**Sec. 2.50 Disqualification.**

An applicant may be disqualified from further consideration at any stage of the selection process for, among other things:

1. Applicant cannot provide adequate documentation demonstrating their eligibility to work in the United States as required by federal law.
2. Applicant will not have attained their 16<sup>th</sup> birthday at the time of employment, except that a lower or higher minimum age may be established for certain temporary positions as required or permitted by state and federal law.
3. Applicant is not qualified to perform the essential functions of the position, with or without reasonable accommodation, or if such accommodation would impose an undue hardship on

the City.

4. Applicant is currently engaging in the ~~illegal~~ use of ~~illegal~~ drugs.
5. Applicant is not of good moral character to the extent that his or her job performance would be impaired or that ~~significant~~-discredit or ~~excessive~~ risk would be brought upon the City by offering employment.
6. Applicant has made a false statement of material fact or has committed or attempted to commit a fraudulent, illegal, or unethical act.

**Sec. 2.55 Interviews.**

Selection officials shall interview applicants in competitive selection processes who on the record appear to be the best qualified for the position involved. For designated positions, a written summary of interview questions and answers shall be prepared and forwarded to the Human Resources Director for retention. Interviews shall be conducted in a consistent job-related and nondiscriminatory manner.

**Sec. 2.57 Documentation and Notification.**

The Human Resources Director shall devise necessary forms and procedures pertaining to the selection process. Disqualification and selection decisions shall be thoroughly documented by the responsible officials. The Human Resources Director shall be responsible for conducting reference checks of successful applicants. The Human Resources Director shall also respond to any written requests from applicants concerning the reasons for their disqualification or non-selection.

**Sec. 2.60 Employment of Relatives.**

Two or more members of the same immediate family shall not be allowed to supervise each other or to do work under the same immediate supervisor except in emergencies. They may be employed in different units of the same department or in different departments. Should two present employees become immediate family through marriage, both employees may retain employment, however, City Administration retains the right and responsibility to transfer either one of the related employees for the purpose of maintaining the best interest of the City of Columbus. Summer only employees may be exempt from this policy if the department head specifically approves the hiring. The hiring of an immediate family member of a supervisor or department head must be approved by the City Administrator.

**Sec. 2.65 Types of Appointment.**

Appointments of employees to positions under these rules shall be of the following types:

1. Training appointments.
2. Regular appointments. Upon the satisfactory completion of the introductory period, employees are granted regular appointments.

3. Temporary appointments to replace regular employees. Employees may be given temporary appointments, which are limited to no more than one (1) year. Employees who are hired to temporarily fill a position vacated by a regular employee who is on authorized leave, shall, after 90 calendar days of employment, be entitled to sick and holiday leave on the same basis as a regular employee. In addition, should such employee receive an offer of employment to a regular position with the City, while still serving as a temporary employee, they will receive vacation and sick leave credit from the date of their appointment as a temporary employee.

Positions may be full or part-time, and may be occupied by employees under any of the three types of appointments.

#### **Sec. 2.66 Nondiscrimination Against and Accommodation of Individuals with Disabilities.**

The City complies with applicable federal, state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. The City also provides reasonable accommodation for such individuals in accordance with these laws.

It is the City's policy to:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
2. Administer medical examinations: (a) to applicants only after conditional offers of employment have been extended; and (b) to employees for business necessity.
3. Keep all medical-related information as confidential as possible and retain such information in separate confidential files.
4. Provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would impose an undue hardship on the City.

Qualified individuals with disabilities should make requests for reasonable accommodation to the City's Human Resources Director. On receipt of an accommodation request, the Human Resources Director will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the City might make to help overcome those limitations. The Human Resources Director **and City Administrator**, in conjunction with those City officials and employees having a need to know, will determine the feasibility of the requested accommodation.

#### **Sec. 2.67 Equal Employment Opportunity.**

It is the policy of the City to provide equal employment opportunity to all employees and applicants for employment. No person is to be discriminated against in employment because of race, color, religion, ~~color~~, sex, age, national origin, disability, ~~Vietnam-era veteran status~~, marital status, AIDS/HIV status, ~~or~~ genetic information or any other class protected by applicable law ~~unrelated to~~

~~the ability to perform the job.~~

1. This policy is applicable to all terms, conditions, and privileges of employment including, but not limited to hiring, introductory period, training, placement and employee development, promotion, transfer, compensation, benefits, educational assistance, layoff and recall, social and recreational programs, employee facilities, termination, and retirement.
2. ~~The City, if required by law, will establish a written Affirmative Action Program. The results of the program would be reviewed annually, and the program would be modified as necessary to achieve its stated objectives.~~
3. The Human Resources Director, who reports directly to the City Administrator on matters relating to this policy, is responsible for formulating, implementing coordinating, and monitoring all efforts in the area of equal employment opportunity. The Human Resources Director duties may include, but are not necessarily limited to:
  - a) Assisting management in collecting and analyzing employment data.
  - b) Developing policy statements, ~~Affirmative Action Programs, if required~~, and recruitment techniques designed to comply with the equal employment policies of the City.
  - c) Complying with various statutory record keeping and notice requirements in order to ensure full compliance with all employment-related statutes and regulations.
  - d) ~~Preparing, if required by state or federal law, an annual review and summary of the City's Affirmative Action Programs and the results achieved by these programs for submission to the City Administrator.~~
  - e) Assisting supervisory personnel in arriving at solutions to specific personnel problems.
  - f) Serving as liaison between the City and government agencies, minority ~~and women's~~ organizations, and other community groups.
  - g) Keeping City management informed of the latest developments in the entire equal employment opportunity area.
4. Any communication from an applicant for employment, an employee, a government agency, or an attorney concerning any equal employment opportunity matter is to be immediately referred to the Human Resources Director.
5. Employees who feel they are being discriminated against should bring the matter to the attention of their supervisor. If this proves unsatisfactory or the employee is uncomfortable visiting with their supervisor regarding the matter, the employee should contact their department head. If this does not resolve the matter or this would prove uncomfortable, the employee may always contact the Human Resources Director directly **or City Administrator.**

**Sec. 2.80 Minimum Age.**

No applicant for employment shall be considered who is less than 16-years of age, and 16 and 17 year-olds shall not be considered eligible for any Job Title that requires the operation of a motor vehicle on public roadways.

**Sec. 2.90 Processing and Orientation.**

New and reinstated employees shall report to the Human Resources Director as directed for completion of personnel and payroll forms and for a general orientation to the City government, the Personnel Management System, and the City policy of Equal Employment Opportunity. Department heads or their designee shall provide further orientation on such matters as the introductory period, employee rights and responsibilities, assigned duties, level of performance expected, organizational structure and interrelationships, hours of work, safety, and availability of these rules and any applicable supplemental personnel regulations. Each regular employee will be issued a city personnel manual. Those departments who hire temporary and seasonal employees shall have a spare personnel manual available to these workers and shall make time for a review of the manual as a part of department orientation for their temporary and seasonal employees. After this review the employee shall sign an acknowledgement form to be filed in their employee file. Employees should be made to feel welcome and should be especially encouraged to ask questions during their first days of employment.

**Sec. 2.95 Introductory Period.**

Every employee, except Police Officers & Fire Fighters, including part-time, seasonal, and temporary employees, shall have an introductory period of the first 6 months of work. Police Officers and Fire Fighters shall have an introductory period of one year. Police Officers one year introductory period begins after following the employee has received certification by the Nebraska Law Enforcement Training Center.

The purpose of the introductory period is to permit the supervisors and department heads to closely observe and evaluate the capabilities and willingness of the new employee. During this time, supervisors shall encourage and assist the new employee in making a successful adjustment to the job. Only those employees who meet an acceptable standard of work during the introductory period will be retained. An employee may be dismissed at any time during the introductory period if, in the judgment of the immediate supervisor and department head, the quality of work or the employee's manner or approach to the work do not warrant continuation of employment. The successful completion of the introductory period should not be considered a guarantee of employment of any specific duration.

The department head may extend the introductory period for a period of three months except in the case of Police Officers and Fire Fighters.

Employees promoted within the City service shall be in introductory training for their first six months. During that time the department head may cancel the promotion and assign the employee to the former

or a similar position. As with all regular employees who successfully complete their introductory period, promoted employees shall not automatically receive a pay increase because of the satisfactory completion of their introductory period.

## CHAPTER THREE

### SALARY ADMINISTRATION

#### **Sec. 3.10 Pay Plan.**

It is the policy of the City to have a formal Pay Plan that is reviewed at least annually. Each job in the City, whether occupied, vacant, temporary, full-time or part-time shall have a job description outlining duties, responsibilities, and minimum job qualifications.

#### **Sec. 3.20 Pay Grades.**

Each position or job is evaluated and assigned a pay grade based on internal equity and competitive pay rates, keeping in mind the City's overall financial position.

#### **Sec. 3.30 Salary Survey.**

It shall be the policy of the City insofar as economically possible to remain continually competitive in compensation compared to similar sized cities in the state.

To that end, it shall be the responsibility of the City Administrator to annually review the Pay Plan taking into account changes in economic conditions, as well as salary trends in similar sized communities and in the local wage market. On the basis of such review, ~~he the Administrator~~ they shall make recommendations as appropriate to the City Council for changes in the Pay Plan. The City Administrator is authorized to grant pay changes to avoid inequities.

#### **Sec. 3.40 Starting Pay.**

New employees shall normally start work at the minimum of the pay grades to which their positions are allocated if they possess the minimum qualifications for that position.

A candidate for employment having exceptionally good qualifications for the position may be employed initially at a rate higher than the minimum rate; provided the department head and City Administrator approve.

#### **Sec. 3.50 Promotion.**

When an employee is promoted from a position in a lower pay grade to a position in a higher pay grade, the pay of the employee shall be increased as follows:

1. To the first step of the higher grade.
2. If their present pay exceeds the first step of the new grade, to a step of the new grade which is higher than their present salary.

The applicable alternative shall be that which gives the employee an increase in pay.

If the employee is promoted to a higher grade, the employee shall be eligible for a periodic merit pay increase annually on the anniversary date of the promotion.

**Sec. 3.60                    Reclassification to Lower Pay Grade.**

If an employee is demoted, either voluntarily or involuntarily, the employee's rate of pay shall be determined as follows:

1.        If the rate of pay in the higher grade position is more than the maximum rate of pay for the position to which demoted, the rate of pay shall be reduced to the maximum rate of pay of the lower position.
2.        If the rate of pay in the higher grade position falls within the range of the pay grade for the position to which demoted, the rate of pay shall be placed on the next closest step down in the lower pay grade.
3.        The City Administrator may vary the strict application of (1.) and (2.) in any case when such strict application would result in practical difficulties or unnecessary hardship.

**Sec. 3.70                    Periodic Pay Increases.**

Employees shall become eligible for pay increases in the Pay Plan on the annual anniversary dates of their employment or annually on the date of most recent promotion. The supervisor is to evaluate the employee's performance and rate the employee and make a recommendation. No pay increases (including pay step increases and adjustments to the pay steps themselves) will be implemented unless there is a current satisfactory appraisal on file.

If the employee is not at the top of their pay grade, the supervisor may initiate a periodic pay increase at the anniversary date on which the employee becomes eligible or it may be recommended later. The recommendation shall be transmitted through the department head to the Human Resources Director. The department head and/or City Administrator may reject or modify the supervisor's recommendation.

It is the duty of the department heads and supervisors to identify outstanding workers and to recommend to the City Administrator that they be granted special pay increases. Such increases may be used to reward an employee for acquiring a special job certification.

Department heads shall avoid circumstances whereby a special pay increase is recommended to prevent a valuable employee from seeking employment elsewhere. Merit and ability should be recognized voluntarily by the supervisor, not under threat of resignation.

**Sec. 3.80                    Benefits.**

The cash pay of employees by no means constitutes their total pay since employees receive a number of benefits in-kind which have substantial value. Depending on an employee's status, these benefits

could include the following items described here in summary:

Benefit Title	Description	Who Qualifies	Who Pays for It
Call-Back Pay	A minimum payment of 2 hours of overtime pay when called back to work during an emergency	All regular employees	City
Coffee Breaks	Employee working an eight-hour shift normally receives two 15 minute coffee breaks. As a full-time employee, break periods in a week add up to the equivalent of 2 ½ hours of paid break time.	All employees	City
Compassionate Leave	Up to 24 working hours of paid leave for a death or serious injury of an immediate family member or similar personal problem upon approval of department head.	All regular employees	City
Compensatory Leave	Employee may bank time off at a rate of 1 ½ times the number of hours worked in lieu of overtime pay.	All regular employees	City
<del>Credit Union</del>	<del>Preferred rates on savings and loans. Convenient automatic payments arranged for loans or savings.</del>	<del>All regular employees</del>	<del>Employee</del>
Deferred Compensation	Employees can deduct pretax dollars from their gross pay into an approved deferred compensation program.	All regular employees	Employee
Dental Coverage more Employee	<del>A plan of dental insurance with a \$25 annual deductible. Pays usual &amp; customary charges at 100% for Type 1, 80% for Type 2, &amp; 50% for Type 3, with a \$500 annual benefit maximum.</del>	All regular employees. working 30 hours a week	City and/or hours or or
Vision Coverage	<del>Employee Pays flat rates for different coverages (exam, Glasses, contacts etc...)</del>	<del>All regular employees working 30 hours or more A week.</del>	<del>Employee</del>
Flexible Spending	Employees may use pretax dollars to fund expenses such as <del>medical and dental premiums</del> , childcare, and unreimbursed medical expenses	All regular employees working 30 hours or more a week.	
Health Coverage	A comprehensive major medical program <del>including a prescription card</del>	All regular employees working 30 hours or more a week.	City and Employee
Holiday Pay	The City recognizes 10 holidays. Most eligible employees receive holidays off with pay. Regular employees working on a holiday receive regular pay plus overtime pay for all hours worked during the holiday.	All regular employees	City
Job Posting	Opportunity to be considered for posted positions.	All employees	City
Life Insurance	City pays for group term life insurance for regular 30 hour employees. Optional supplemental life is	All regular employees working 30 hours or more	City

	also available through payroll deduction.	a week	
Long Term Disability Coverage	An income protections plan that pays covered employees 60% of their gross pay after having been disabled 180 days for a qualifying condition.	All regular employees working 30 hours or more a week.	City
Pension	Matching contribution program to provide an employee with pension benefits at retirement Current match city 6% and employee 6%. Police officers and firefighters contribute to their pension plans as mandated by Nebraska law.	Regular employees meeting hours and age requirements	City and Employee
Sick Leave	Employees accumulate one sick day per month that can be used when ill, up to a maximum of six month's worth of work hours.	All regular employees working 20 hours or more a week.	City
Vacation	Full-time regular employee receives 10 days after 1 year; 15 days after 6 years; and 20 days after 15 years. Part-time regular employees' vacation time is prorated based on hours worked	All regular employees working 20 hours or more a week	City
<del>Vision</del>	<del>Affordable visions plan</del>	<del>All regular employees working 30 hours a more a week.</del>	<del>Employee</del>
YMCA	Discounted membership rate available with payroll deduction.	All regular employees working 20 hours or more a week.	Employee

**Sec. 3.85 Pay Periods.**

The pay period shall be a period of two weeks, beginning with the 12:01 a.m. Sunday shift and ending with the last p.m. shift on Saturday.

Pay will be issued biweekly on Friday following the end of a pay period. If a bank holiday falls on a Friday payday, an attempt will be made to issue pay one day early. If a City holiday and not a bank holiday, falls on a Friday payday, pay will be issued Friday.

Terminating employees will receive their final pay on the next regular payday when the pay would normally be due. Terminating employees should make arrangements with their supervisor concerning their final pay.

**Sec. 3.90 Bi-Weekly Payroll Processing.**

Employee status changes and salary adjustments are to be forwarded to the Human Resources Director for review and City Administrator's approval on the Wednesday before pay week.

Employees should have their signed timesheets completed and forwarded to their supervisor on or before their last day of work in each time period. Timesheets should be delivered to the Finance Department by 9 a.m. each Monday of each pay week.

The City may make payments for wages and reimbursable expenses by electronic funds transfer or similar means of direct deposit.

The City Clerk's Office will distribute pay stubs to department heads or their designees after 8 a.m. on each payday.

**Sec. 3.96 Employee Recognition.**

Department heads and supervisors have a duty to identify and recognize outstanding performance by employees. The Municipal Recognition Program is the procedure for the granting of awards. A copy of the Municipal Recognition Program is available from the Human Resources Department.

**Sec. 3.97 Payroll Deductions and Reductions.**

Generally a difference exists between "gross earnings" and your "take-home pay" otherwise known as your "net earnings". Two reasons account for that difference: deductions required by federal and state government, and voluntary deductions authorized by the employee. All such deductions are shown on your pay stub.

1. Automatic Deductions:

- a) Federal and State withholding tax:  
Amounts withheld for taxes are based on your earnings, marital status and the number of exemptions claimed. Nebraska employees will complete a W-4 form known as the Employee's Withholding Exemption Certificate for both federal and state taxes. Federal and State tax deductions are done in accordance with law and the money deducted from your pay is remitted to the government as required.
- b) Social Security & Medicare (FICA – Federal Insurance Contribution Act):  
Each employee of the City, as required by law is to participate in this program. It is designed to provide retirement, disability, medical, and death benefits. Deductions are made at a rate established by law.

2. Other Required Deductions:

- a) In some cases, additional required deductions may include court ordered wage garnishments, wage assignments, third party levies, and income-withholding orders (child or spousal support) levied against an employee's pay. Under the federal Child Support Enforcement Act of 1984, income-withholding orders for child support take priority over all other wage withholding orders.
- b) While it is not the intent of the City to become involved in the personal affairs of its employees, we are required to follow court ordered deductions from pay. The employee will be notified by the Finance Department upon receipt of the court order. The Finance Department is responsible for computing the dollar amount legally

allowed to be withheld from the employee's check. Employees may need to complete a form indicating dependents.

3. "Dock in Pay" Deductions:

- a) A dock in pay will occur when a request for leave time exceeds the leave balances available. Currently, when sick pay is requested, and no sick leave balance exists, the City will reduce vacation or compensatory time, if available. If vacation or compensatory pay is requested, and no leave is available, then a dock in pay may occur. As well, if sick pay is requested, and no other leave is available, a dock in pay may also occur.
- b) Non-Exempt Employees: Non-exempt employees are defined by the hours they work. Therefore, when all leave balances are exhausted the system will automatically create a dock in pay for the pay period in which the request exceeds the leave balance.
- c) Exempt Employees: Since exempt employees are not paid based on hours worked, there are certain rules pertaining to an institution's ability to dock pay for use of leave above and beyond the balance available. For example, the City may make deductions when an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability. Also, the City may make deductions from pay for absences of one or more full days occasioned by sickness or disability if the exempt employee has exhausted his or her leave allowance under other City leave plans, such as vacation and sick leave.
- d) The City prohibits improper pay deductions for exempt status employees leaves. To insure that exempt employees are not put in exempt status jeopardy because of an improper deduction for leave, an employee should notify the Human Resources Department if they believe an improper deduction for absence has been made. If the deduction is found to be improper, the City will reimburse the employee's paycheck for the amount deducted.

4. Voluntary Deductions or Reductions:

These deductions must be authorized by the employee, by completing and signing the appropriate form and bringing it into the Finance Department. These deductions remain in effect until the employee notifies the Human Resources Department or the Finance Department in writing of the change, or the Human Resources Department notifies the employee that a new enrollment is necessary.

Deductions may include a variety of approved contributions or payments.

Reductions include pension and deferred compensation contributions, flexible spending contributions, and health and dental premiums.

5. Deductions from Final Paycheck:

Upon termination of employment for any reason all employees are required to return City materials, property and equipment issued to the employee and to pay the City any money the employee may owe the City. Otherwise, the City may withhold corresponding amounts from the employee's final paycheck as authorized in the Acknowledgement Form to this handbook.

## CHAPTER FOUR

### HOURS OF WORK AND OVERTIME

#### **Sec. 4.10 Hours of Work.**

Department heads shall establish working schedules to meet their special needs provided that, no schedule with eight hour shifts shall under normal circumstances call for more than 40 hours a week.

#### **Sec. 4.15 Travel Time.**

The following guidelines shall be used in determining if travel time is to be considered as work time:

1. Home-to-work travel is not counted as hours worked.
2. Travel to and from work in emergency situations is counted as hours worked.
3. Time spent traveling to and from other cities on required assignment is counted as hours worked. Travel and work that extends over a 24 hour period, such as a multi-day educational seminar held outside of Columbus, requires a ~~written plan of travel hours~~ **Travel Request form** to be given to the department head for written approval.
4. Travel that is all-in-a-day's work is counted as work time.

#### **Sec. 4.20 Overtime.**

If requested to work overtime, an employee will be expected to do so unless the employee is excused for good cause.

Except for "exempt" employees, who do not qualify for overtime, overtime hours are based on hours worked in excess of 40 hours in a normal work week. For the purpose of determining overtime, only the following hours are counted towards hours worked: include vacation, hours and holiday, procedural and administrative leave, and compensatory time used ~~hours will be considered hours worked~~ except for Firefighters and Fire Lieutenants. All other hours are not considered hours works for the purpose of calculating overtime. ~~Hours not considered as hours worked would be these categories of paid leave: sick leave, jury duty, funeral leave, worker's compensation hours, compassionate leave, election worker leave, military leave and compensatory time used.~~ For Firefighters and Lieutenants the overtime rate is applied to all hours worked over 106 hours in a 14 day work cycle. For Police Officers and Sergeants working 12 hour shifts, overtime is computed on a 14 day work cycle.

Overtime pay at the rate of one and one-half times the regular hourly rate of pay shall be paid as follows regardless of whether 40 worked hours accrued in the pay period:

1. For all time worked as a result of being called back to work on a regular work day or a

scheduled day off, during an emergency such as snow removal, fire or official court appearance. In such cases the employee will receive a minimum of two hours overtime pay or one and one-half times the regular rate of pay for the actual hours worked, whichever is greater. However, an employee asked to return for an emergency callback cannot claim a second period of two (2) hours of emergency callback pay while they are still being paid for the first two (2) hour period.

2. To an employee who is required to work during the time period a holiday is observed for the time worked during the 24 hour holiday period (not applicable to Firefighters and Lieutenants).

When budgetary restraints are compelling, department heads may order employees off the job before the end of the work week to avoid payment of overtime compensation.

Overtime hours must have the approval of the department head and should be approved in advance whenever possible. This applies only to overtime of non-exempt employees. Approval shall be indicated by the department head initialing the employee's time sheet. In-lieu of pay for overtime under (1) and (2), an employee may be granted compensatory time upon approval of the department head (see 4.30).

#### **Sec. 4.25 Carrying a Pager or Other Electronic Device.**

Carrying an electronic device while off duty does not constitute hours worked. These devices allow employees to effectively use the time for their own purposes and, consequently, such time is not compensable. However, the City expects that employees will refrain from consuming alcoholic beverages **and a response time of 30 minutes** while being required to carry these devices. When carrying an electronic device results in frequent "call ins", a pager benefit payment in addition to hours worked compensation will be studied. In unusual or emergency circumstances the City Administrator may authorize a temporary benefit in lieu of normal study. In the Streets Department during the winter season and in the Sanitary Sewer, Wastewater Treatment, and Water Departments, a 'Call Pay Fee' of one and one half (1½) hours ~~of overtime~~ has been implemented for each 24 hour period of being on call. Salaried employees can become eligible for pager compensation. For example, Police Captains receive \$200 a month. When a substantial amount of the minutes of an employee's personal cell phone is being spent answering city related calls, a \$10 monthly cell phone stipend may be implemented. As telecommuting situations occur, employees may be reimbursed for documented hours worked.

#### **Sec. 4.30 Compensatory Time.**

At the option of the department head, employees may be granted compensatory time off with pay in-lieu of pay for hours worked. If hours worked are eligible for overtime pay, 1.5 hours will accrue for each overtime hour worked. If the hours over 40 hours in a week are not eligible for overtime, one hour will be banked for each hour worked. Should the employees accrue over 240 hours of compensatory time, the overage will be automatically paid out with the next pay check. Any employee having accrued compensatory time may, upon termination of employment, be paid for such hours of unused compensatory time, not to exceed 240 hours, at a rate of compensation not less than

the average regular rate received by the employee during the last three years of employment or the final regular rate whichever is greater. Compensatory pay ~~can~~ will be paid out in a lump sum at separation. ~~or if mutually agreeable to the separating employee and the employer, can be paid out biweekly in order to maintain health insurance coverage.~~

**Sec. 4.31 Shift Differential.**

A 50 cent an hour differential credit will be paid to covered employees who **are required to** work between 6 p.m. and 6 a.m. The Fire Department is exempted from this benefit due to their unique work schedule.

**Sec. 4.40 Exempt Employees.**

Department heads, certain supervisors, and other employees designated by the City Administrator shall not be paid overtime for hours worked in excess of 40 hours per week. Exempt employees are expected to work whatever hours are necessary to complete their work and average at least 40 hours per week. Requests for extended time off will be reviewed by the City Administrator. The exempt positions are as follows:

- |   |  |
|---|--|
| City Administrator                            | Library Director   |
| City Clerk/ <del>Assistant Finance Dir.</del> | <del>Librarian</del>                                       |
| City Engineer                                 | Police Captain   |
| Community Development Director                | Police Chief   |
| Finance Director/City Treasurer               | Public Property Director                                   |
| Golf Course Superintendent                    | <del>Director of Public Works/Environmental Services</del> |
| <del>Director</del> <u>Director</u>           |  |
| Human Resources Director                      |  |

Deductions from pay of exempt employees may be made for disciplinary suspensions of one or more full days imposed for violation of major safety rules or workplace conduct rules.

**Sec. 4.45 Volunteer Time.**

Volunteer time is any time spent working on a project or task which may be City-related but is entirely voluntary and not required by the department head nor directly related to their position with the City. Such time is not compensable, and any injuries or illnesses occurring during such volunteer time shall not be considered work-related for workers' compensation purposes. Work performed by an employee on a volunteer basis is not compensable.

**Sec. 4.50 Break Periods**

While there are no federal or state laws requiring a paid break period in addition to a lunch break, it is the policy of the City to provide employees with a paid rest period from their normal duties.

1. One 15 minute break period may be permitted during each four hours of work or as approved by the department head to accommodate department work schedules.

2. Break periods should be scheduled by department heads or supervisors so services rendered by the department are not interrupted.
3. Break periods should not be scheduled shortly after an employee reports for work or shortly before an employee's shift ends. However, a break period twice a day is not an employee right. Work flow problems may make it impossible on occasions to provide a break in a given four hour period of work.

**Sec. 4.70                      Disaster Policy.**

If Columbus should be struck by a tornado, flood, earthquake, severe wind storm, a major hazardous material incident, or other disaster, all regularly scheduled off duty employees are required to report to their work place, for regularly scheduled work shifts, in person if possible, otherwise by telephone, unless otherwise notified by a supervisor. If the employee is not needed, s/he will be released to go home ~~and report to work for regular scheduled shift unless contacted by your Department Head~~. Persons suffering personal injury to themselves or members of their household or loss of property during the disaster are not normally expected to report to their work but should report to their supervisor or department head daily or as directed by management.

## **CHAPTER FIVE**

### **LEAVE BENEFITS**

#### **Sec. 5.00            **Vacation.****

The vacation benefit is to provide all regular employees with a paid leave for personal use as recognition for past services.

Regular full-time and regular part-time employees who are scheduled at least 20 hours a week are eligible to start using vacation hours after completion of 12 months of employment.

Regular full-time employees shall be granted vacations based at the following accrual rate:

1.       80 hours paid vacation after one (1) full year of continuous employment.
2.       120 hours paid vacation at six (6) full years of continuous employment.
3.       160 hours paid vacation at fifteen (15) full years of continuous employment.

The vacation accrual rate for regular part-time employees who are designated as being on a 20 hour or more classification will have the same vacation accrual rate per hour worked as a regular full-time 40 hour employee with the same years of experience. For example:

A full-time 40 hour employee accrues 80 vacation hours at the end of the first year of employment based on working 2080 hours in a year. This is an accrual rate of .0385 of an hour of vacation accrual for every hour worked. If a regular part-time 20 hour a week employee works a total of 1040 hours the first year, the employee will accrue 40 hours of vacation. If the employee works 1200 hours, the employee will accrue 46.2 hours of vacation in a year.

Arrangements for vacation time and approval by the department head or their designee should be made at least four weeks in advance whenever possible. A department head may ask that a written vacation request be turned in so they can be pre-approved. Whenever a conflict arises in scheduling employees for vacation, seniority will be an important consideration in resolving the issue.

Employees may carry up to two years of accrual based on their current employment status. However, any accrual of more than two years will be removed from the records. Vacation accrual shall continue until separation of employment, however, no accrual shall occur on the last paycheck. Having several weeks of vacation accrual does not guarantee an employee the right to use it in a single period of time. Vacation time is to be worked into the department schedule and the maintenance of city service is the first priority. Fire Lieutenants shall accrue vacation leave at the rate stated in the Firefighter contract. Since Firefighters and Lieutenants receive a designated holiday benefit regardless of hours scheduled on a holiday, paid vacation may be used to replace scheduled work hours on an observed holiday.

Pay in lieu of vacation for full-time 40-hour employees is not permissible. The only exception to this

policy would be at the City's request and only upon the approval of the City Administrator. Vacation leave will not accrue while an employee is on a leave of absence without pay. If a holiday occurs during the time an employee is on vacation leave, the employee will not be charged a vacation day for the holiday.

At the time of separation, the employee will be paid for all unused accrued vacation leave up to the maximum amount which can be accrued. This accrued vacation pay can be paid out in a lump sum at separation, or can be paid out biweekly **until the end of the month of separation** in order to maintain health and dental coverage. All ~~other~~ insurance coverages end at the last day of the month in which the employee's last day of work occurs. ~~If a holiday occurs after the employee's last day of work and the vacation is being paid out biweekly, the employee is not eligible for holiday pay.~~

Vacation pay will not be paid in advance but will be included in the payroll period which includes the vacation period.

Because we recognize the importance of providing our employees with time off for rest, recreation, to recuperate from an illness, to attend family and other personal activities or for whatever purpose our employees deem appropriate, the City grants annual vacation to eligible exempt and non-exempt regular, full-time employees. Regular full-time employees become eligible for vacation upon the successful completion of their Introductory Period. The amount of vacation to which you are entitled depends upon your length of service with the City. Once a regular full-time employee becomes eligible, vacation becomes available based on your length of service with the City according to the schedule below and subject to certain employment conditions.

Employees shall accrue vacation each year as follows:

<u><i>Years of Service With City</i></u>	<u><i>Monthly vacation Accrual</i></u>	<u><i>Vacation Accrual Per Pay Period</i></u>	<u><i>Maximum Vacation Allowed In Employee's Vacation Bank</i></u>
<u>After completion of Introductory Period-5 years</u>	80 hrs	.0385 of an hour of vac. accrual for every hour worked.	160 hrs
<u>6 years-14 years</u>	120 hrs	Same as above	240 hrs
<u>15 years+</u>	160 hrs	Same as above	320 hrs

Once an employee has reached the maximum vacation accrual, the employee will not accrue additional vacation until the employee uses some vacation time so as to fall below the maximum accrual limit.

Whenever possible, we ask that all requests to use vacation and changes to those requests be made as far in advance as is possible. Shorter notice may be allowed in cases of emergency, with notification to your supervisor as soon as practicable. The earliest requests and/or changes in advance of the specific day requested will be given priority in determining which requests can be granted based on work requirements and citizen demands. In the event that multiple requests are turned in at the same

time and production needs can't accommodate them all, the City Administrator reserves the right to determine which requests will be granted so as to accommodate the needs of the City.

Time taken as vacation does count towards hours worked for overtime purposes.

The purpose of vacation is to give you a chance to rest, relax and spend time on activities other than work. Therefore, you may not take your paid time off benefit as extra pay in lieu of time off.

Upon separation, you will be paid accrued but unused vacation. Accrued vacation may not be used after a notice of termination has been given.

## **Sec. 5.20                      Sick Leave.**

The sick leave benefit was instituted to provide continued earnings to eligible employees during short spells of illness or injury. Regular employees who are scheduled for 20 hours a week or more are eligible for sick leave benefits based on hours worked. The maximum accrual is prorated based on the employee status.

Full-time 40-hour employees accumulate sick leave benefits at the rate of eight hours per month up to a maximum 1,040 hours which is approximately six months of paid work time. Once an employee has accumulated 1,040 hours of sick leave it will not accumulate further. So, for example, if an employee has accumulated 1,040 hours of sick leave and is sick or injured for five 8 hour days, the accumulated sick leave would be lowered 40 hours until such a time as the employee builds up their accumulation again. Fire Lieutenants shall accrue sick leave at the rate and maintain the same accrual as stated in the Firefighter contract.

Sick leave is basically an "insuring" benefit. However, employees will be paid 25% of the accumulated sick leave benefit at retirement if they have at least 15 years of service and are age 55 or older. Employees will be paid 50% of the accumulated sick leave benefit at retirement if they have at least 20 years of service and are age 55 or older. If an employee dies with hours remaining in the sick leave account, 100% of this accumulation will be paid to the same beneficiary as is named in the City life insurance policy records for that employee.

Employees will not be paid for sick leave during the first six consecutive months of qualified employment. However, benefits will be accumulating at the prorated rate from the date of employment if the months of employment are consecutive qualified employment.

Absence due to illness or injury must be reported to the department head or immediate supervisor as soon as possible. Failure to report the absence before the hour of duty may result in loss of sick leave pay. Absence due to illness or injury must be reported each day, unless the employee and department head have personally agreed to more extended periods of time. If an employee is absent without permission and is not in fact ill, the supervisor may cause a deduction in pay to be made from the employee's next paycheck for the number of hours absent from work.

Eligible employees will receive sick leave payment if a Leave Form has been completed. An employee should complete a Leave Request Form upon returning to work after a short illness and

give it to their supervisor. If the employee will be sick past the end of the pay period, the employee should make arrangements with the supervisor to have a Leave Request Form completed and sent to payroll.

Administration or department heads may request a physician's certification of illness from an employee for any sick leave, regardless of duration.

Abuse of sick leave benefits will result in disciplinary action and may be grounds for termination.

An employee may take sick leave: for illness of a member of the employee's immediate family, including dependents, ~~who reside at home (remove??)~~who reside at the employees home that require the employee's personal care and attention in the judgment of the department head; enforced quarantine of the employee in accordance with community health regulations; a visit to a medical professional such as a doctor, dentist, or ~~opt~~optometrist. Such appointments shall be scheduled in cooperation with the supervisor.

Sick leave benefits will not generally be paid for illnesses which occur during a scheduled vacation or scheduled days off. If an employee has an emergency inpatient hospitalization during a scheduled vacation the department head may grant the use of sick leave. If a holiday occurs during a period of illness the employee will receive holiday pay for that day in lieu of sick leave. Because of the unique holiday payment for Fire Lieutenants and Firefighters, it may be possible to receive payment of sick leave during scheduled holiday work hours with the approval of the Fire Chief.

### **Sick Leave Bank**

The purpose of the City of Columbus Sick Leave Bank is to provide additional paid leave for regular employees or the employee's spouse or resident minor children who have exhausted their accrued sick, vacation and compensatory leave benefits as the result of a catastrophic illness or injury. The Bank serves as a depository into which participating employees may voluntarily contribute leave for allocation to other participating employees. The purpose of the bank is not to provide unlimited paid sick leave for any medical reason but to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or injury.

In the event a regular employee is diagnosed, or the employee's spouse or resident minor children are diagnosed with a severe illness that results in prolonged absences, use of the Sick Leave Bank may be requested. (Approved by Ordinance No. 11-34; October 3, 2011.) A request to utilize the Bank will be made to the department head and with the approval of the City Administrator.

### **Establishment of the Sick Leave Bank**

The bank will be established through the voluntary contribution of one leave day by active full-time employees during an initial enrollment period. Contributing a leave day establishes membership in the Bank and eligibility to apply for withdrawal from the Bank.

Once the Bank has been established, an open enrollment period will be held annually during the month of September. During the enrollment period, any eligible employee may join the Bank for the

following fiscal year by contributing one leave day. In order to remain a member in good standing, current Bank members must voluntarily make an annual contribution of one leave day each September at the time of initial enrollment. Should the Bank reach a balance of forty-five (45) or fewer available days, a special contribution period may be opened. If any days remain in the Bank at the end of the fiscal year, they will be carried over to the next fiscal year.

The program will be operated under the following additional guidelines:

1) Eligibility is discontinued upon termination of employment, retirement, death, or failure to donate a leave day the following fiscal year(s). No payment of benefits will be made to survivors.

2) Membership continues from year-to-year with annual reduction in one leave day until/unless the member submits a revocation form to discontinue membership to Human Resources.

3) Employees must waive all claims to leave voluntarily donated sick leave in the Bank, including any monetary or retirement-related value the days may hold.

4) The Bank is available to those employees who have completely exhausted all sick, vacation and compensatory leave and who are not receiving disability or Worker's Compensation.

5) Employees joining the Bank must have eighty (80) leave hours remaining after making a donation.

6) Employees who wish to voluntarily participate in the Sick Leave Bank must sign a statement accepting these terms of the Bank.

7) Employees may not designate a particular individual to receive or to not receive their donated leave.

8) A request to utilize the Bank may be denied if the member fails to provide any requested documentation.

9) The Bank will be administered in accordance with the Americans with Disabilities Act and Family and Medical Leave Act requirements.

10) The maximum amount of donated sick leave any employee can receive shall be 960 hours.

~~In the event a regular employee is diagnosed, or the employee's spouse or resident minor children are diagnosed with a severe illness that results in prolonged absences, a donation of sick leave *hours* may be arranged. (Approved by Ordinance No. 11-34; October 3, 2011.) This program will be established at the request of the department head and with the approval of the City Administrator. Employee participation will be voluntary. The program would operate under the following guidelines.~~

~~1. The employee receiving the donated medical leave must use all accumulated sick leave, vacation and compensatory time before using donated hours.~~

~~2. The maximum amount of sick leave any employee can donate to any one individual shall not exceed 20 hours. Hours must be donated 5 hours at a time.~~

3. ~~The maximum amount of donated sick leave any employee can receive shall be 960 hours.~~
4. ~~Once donated sick leave hours are used, the donating employee can not reclaim the hours for their own use. Donated hours will be credited each pay period as needed to maintain the normal hours worked and paid assuming sufficient hours are available.~~
5. ~~The Finance department will maintain a confidential list of employees donating sick leave and when the time is to be transferred.~~
6. ~~All employees donating time must have at least 80 hours remaining in their account after donating.~~
7. ~~Each employee will be required to sign a form indicating they are donating sick leave.~~

**Sec. 5.30                    Administrative Leave.**

Department heads may ~~grant~~ make requests for employees paid administrative leave to the City Administrator, if approved, such leave will; not be chargeable to vacation leave under the following circumstances:

1. With department head approval, employees who are members of Civil Defense, ~~or~~ Volunteer Fire Department or are assisting with preparation, response, cleanup from a disaster, or are put on procedural administrative leave may qualify for administrative leave during scheduled work hours without loss of pay.
2. In the event of the death of a current or former City official or employee, employees may receive ~~department head~~-approved administrative leave time to attend the funeral provided adequate staffing can be maintained for the functioning of all city departments.

**Sec. 5.31                    Jury Duty/Witness Leave. ~~Tara starting here is where you left out on.~~**

In the event an employee is summoned to jury duty, the employee must notify his or her supervisor immediately after receiving such notification. If the employee is required to serve jury duty and this interferes with their regularly scheduled work day, the employee will not suffer loss of earnings. However, the employee must promptly turn over all jury pay to the City. Mileage payment for travel during jury duty is not considered a part of jury duty pay.

An employee must report for work on any day they are not assigned to jury duty and must report for work immediately upon the conclusion of their jury service. ~~The City will pay the difference between the pay received for jury duty and the pay earned on a normal work day.~~ If approved by the supervisor, an employee may start their shift earlier than normal or finish their shift later in order to facilitate workflow.

An employee called to be a witness in a court or administrative proceeding is entitled to receive their regular rate of pay for time spent as a witness for those matters arising out of and related to the

performance of their official duties for the City. However, the employee must promptly turn over all witness fees to the City. Paid witness leave is not available for time spent as an expert witness, for matters relating to any disciplinary or other action against the employee, or for matters that did not arise out of or are not related to the performance of the employee's official duties for the City. All decisions regarding witness leave shall be resolved at the sole discretion of the City Administrator.

**Sec. 5.32                    Voting Time.**

Any employee whose work schedule conflicts with the opening and closing hours of the polls will be given time off to vote. The employee must request the leave of absence for voting prior to or on election day and the supervisor may specify the period of absence.

**Sec. 5.35                    Election Work.**

If service as an election official is required by state statute as it is for jury duty, working as an election official is considered to be a public duty. ~~Therefore, the City will pay the difference between the pay received for working on the election day and the pay earned on a normal work day. The check you receive for doing election work serving as an election official must be signed over and given provided to City's Finance Department.~~

**Sec. 5.40                    Worker's' Compensation.**

As required by law, the City shall carry Worker's' Compensation Insurance. This insurance shall cover ~~all~~ work related accidental injuries, illnesses, or death while at work with the City.

All accidents must be reported immediately to an employee's immediate supervisor. The employee should complete an incident report, and give it to his/her supervisor who will promptly forward it to the department head for their analysis and signature. The department will promptly forward the incident report to the ~~City Clerks~~ Human Resources Director office or will require the employee to personally bring the report to the ~~City Clerks~~ Human Resources Director office for processing.

Repeated laxity in reporting injuries can result in disciplinary action.

If medical treatment costs are incurred, bills should be promptly sent to the ~~City Clerk~~ Human Resources Director. This information will be submitted to the insurance company to determine if the injury is compensable.

Compensation payments are determined by state and federal regulations. A seven day waiting period is normally involved before compensation begins.

However, if an employee is injured in the line of duty and is unable to work, the employee shall receive full pay from the City less the amount of any Worker's' Compensation payments for up to six months after the date of such covered injury. When an employee receives Worker's' Compensation checks from the insurance company for temporary total and partial disability benefit, the checks are

to be immediately turned over to the City since the employee is already being paid for the lost wages.

The City will not retaliate against an employee for seeking or receiving Worker's Compensation benefits to which they are entitled. Employees believing that they have been retaliated against must bring the matter to the attention of their supervisor. If this proves unsatisfactory or the employee is uncomfortable visiting with their supervisor regarding the matter, the employee should contact their department head. If this does not resolve the matter or this would prove uncomfortable, the employee may always contact the Human Resources Director directly.

**Sec. 5.50                    Holiday Leave.**

The City shall observe the following holidays during the year:

New Years Day	January 1
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas	December 25
Personal Holiday	One personal day off chosen by employee

Regular full-time employees are entitled to paid leave in observance of these holidays. These holidays are to be taken in whole day increments. The pay record and/or time sheet will be recorded as "holiday pay" and will be equal to the number of normally scheduled work hours for the employee's shift at the regular rate of pay except for Firefighters and Lieutenants. In addition, a regular employee may take two hours of holiday time one day a year to attend a religious observance of their faith.

If a holiday falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. For City departments or work groups who are normally scheduled to work on holidays, the department head may elect to have the work group observe the holiday on its actual day even when the holiday is on a weekend.

An employee terminating before the actual holiday is not eligible for holiday pay. ~~A holiday that occurs during an approved paid vacation will not be considered a part of the vacation. The employee will be entitled to an additional paid day off.~~ A holiday that occurs during an approved paid vacation will not be considered a part of the vacation. The employee will be entitled to an additional paid day off.—Regular employees, except for Firefighters and Lieutenants, scheduled to work during an observed holiday will be paid their regular rate of pay for the scheduled holiday hours as a part of the employee's holiday compensation. These hours are to be recorded as holiday hours on the time sheet. The employee will also receive one and one half times their regular rate of pay for all hours worked on the holiday except for Firefighters and Lieutenants who receive regular rate of pay.

Except for Firefighters and Lieutenants, all regular employees called in to work on an observed holiday will receive their normal holiday leave hours written into the holiday section of the time sheet. They will also receive one and one half times their regular rate of pay for the hours worked on the holiday. For example, a Water Department employee called in to work for two hours on Veterans Day will receive eight hours of holiday pay plus two hours of overtime for working on the holiday.

A regular part-time employee who would have normally been scheduled to work but was granted the time off on an observed holiday will receive the time off and their regular pay for that observed holiday.

Temporary and seasonal workers will receive one and one half times their regular rate of pay for all hours worked on an observed holiday.

### **Sec. 5.60 Leave of Absence Without Pay.**

A leave of absence may be granted to an employee for a compelling reason.

For purposes of accruing benefits the following criteria will apply:

1. ~~When a leave of absence is for less than 30 calendar days, the employee will continue to accrue benefits which are based on time in service.~~ When a leave of absence is for less than 30 calendar days, the employee will continue to accrue benefits which are based on time in service. ~~All benefits that operate on an accrual basis will cease to accrue during any period of unpaid leave.~~
2. ~~When a leave of absence is for 30 calendar days or more, the employee will not continue to accrue benefits which are based on time in service.~~ However, When a leave of absence is for 30 calendar days or more, the employee will not continue to accrue benefits which are based on time in service. ~~However, B~~enefits which are accrued up to the time of the leave of absence will be retained. Employees taking a leave of absence must first use up accrued compensatory time, vacation, and if appropriate, sick leave. The employee ~~may will may~~ also become responsible for paying their insurance premiums if they will be off work for at least one month after accrued compensatory time, vacation and if appropriate, sick leave are exhausted.

All requests for a leave of absence must be in writing and approved by the department head and the City Administrator.

A request for a leave of absence should be submitted at least two weeks in advance. An exception to this policy may be granted in emergency or special cases as approved by the department head and City Administrator.

An employee will be reinstated to his original position whenever possible after a leave of absence. However, the City does not guarantee the availability of the same position, in which case an attempt will be made to place the employee in a similar position, if available. Failure of the employee to

return to work at the expiration of the leave of absence will result in disciplinary action and may result in termination retroactive to the starting date of the leave.

An employee must make arrangements with the Finance Department before going on a leave of absence for payment of voluntary payroll deductions such as health insurance, ~~credit union~~, or long term disability insurance, if the employee will not receive enough pay to cover the deductions for one or more payroll periods. If, during an approved leave, an employee desires to have the City continue its contributions toward insurance coverages such as life insurance and health insurance (assuming family medical leave does not apply 5.70), the employee must use at least 30 hours of paid leave per week to maintain the City contribution. When the employee no longer has any paid leave, then the employee must pay the entire cost of the premium for the remainder of the approved leave to keep coverages in force. Ordinarily, a leave of absence will not be granted for more than three months. However, leaves for a specific purpose, such as military service or educational programs may be granted for longer than three months. No leave without pay shall be granted if, when combined with all other types of leave which the employee has taken or is available to the employee, will exceed a period of one (1) year's total leave except for employees covered by required military duty and as pursuant to military orders.

A holiday which occurs during an unpaid leave of absence of 14 days or more will be forfeited, no matter when the holiday falls in the leave period.

If an absence due to illness or injury extends beyond the accrued paid sick leave days, questions concerning benefits, etc. should be referred to the Human Resources Department for interpretation. The City may require certification, on a periodic basis, of an employee's continuing illness or disability by the employee's physician and/or a physician selected by the City. Applicable benefits may also be available under the Family Leave Policy.

**Sec. 5.70                    Leave of Absence (Family Medical Leave & Military Family Leave).**

The City will comply with the Family Medical Leave Act of 1993.

**I.            Eligibility for Leave**

- A. Any employee who has been employed by the City at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) months preceding the commencement of the leave of absence is eligible for an unpaid family or medical leave of absence if certain conditions are met (“eligible employee”). In appropriate circumstances, the eligible employee will be returned to the same or an equivalent position following the leave.
  
- B. An eligible employee is entitled to family and medical leave for one or more of the following reasons:
  - (1) birth of a son or daughter, and care for the newborn son or daughter, if concluded within twelve (12) months of the birth of the child;

- (2) placement with the employee of a son or daughter for adoption or foster care, if concluded within twelve (12) months after placement;
- (3) care for the employee's spouse, child, or parent who has a serious health condition;
- (4) inability of the employee to perform the functions of his or her position due to a serious health condition;
- (5) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; or
- (6) care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next-of-kin of the servicemember.

## II. Required Notice

- A. If the necessity for the leave is foreseeable, an employee must provide the City with thirty (30) days advance written notice of a request for a leave. Leave is deemed to be foreseeable if it is for an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered servicemember. If 30 days notice is not practicable, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. It should be practicable for the employee to provide notice of the need for leave either the same day or the next business day.

## III. Medical Certification

- A. An employee requesting leave based on a serious health condition, whether it involves the employee or family member, must obtain a medical certification form. The medical certification form must be completed and signed by the employee's health care provider. All FMLA forms may be printed from the U.S. Department of Labor website: <http://www.dol.gov/esa/whd/fmla>, or you can obtain the forms from the ~~payroll administrator~~ Human Resource Director.

The completed certification form ~~(WH-380-E or WH-380-F)~~ (FMLA) must be submitted within fifteen (15) calendar days of the requested leave, unless it is not practicable under the particular circumstances. Failure to provide the required medical certification may result in denial of all privileges and benefits under this policy and result in denial of re-employment upon completion of the leave.

- B. In all cases of leave for medical reasons, the City reserves the right to request a second medical opinion, at ~~our~~ the City's expense, if the validity of the first medical certification is in doubt. The City shall designate the health care provider to furnish the second opinion. If the opinions of the employee and the City's designated health care providers differ, the City may require the employee to obtain a third medical opinion at the City's expense. The third health care provider will be chosen jointly by the City and the employee. The third opinion is final and binding.

The City may request recertification no more often than every thirty (30) days, except where the employee requests an extension of leave or circumstances described by a previous certification have changed significantly. However, if the medical certification indicates that the minimum duration of the condition is more than 30 days, the City must wait until that minimum duration expires before requesting a recertification. In all cases, the City may request a recertification of a medical condition every six months in connection with an absence by the employee. the City may request recertification in less than 30 days if: 1) the employee requests an extension of leave; or 2) circumstances described by the previous certification have changed significantly; or 3) the City receives information that causes doubt upon the employee's stated reason for the absence of the continuing validity of the certification.

#### IV. Service members Certification

- A. An employee requesting leave based on a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, must provide the employee's supervisor with a copy of the covered military member's active duty orders or other documentation issued by the military which indicates that the covered military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the covered military member's active duty service.

An employee requesting leave based on a qualifying exigency arising out of the active duty or call to active duty status of a covered military member, must also obtain a certification form from the ~~payroll administrator~~ Human Resource Director or U.S. Department of Labor website that must be signed and completed by the employee. The completed ~~certification~~ FMLA form (~~WH-384~~) must be submitted within fifteen (15) days of the requested leave, except in unusual circumstances. Failure to provide the required certification may result in denial of all privileges and benefits under this policy and result in denial of re-employment upon completion of the leave.

- B. An employee requesting leave to care for a covered servicemember with a serious injury or illness, must obtain a certification form from the ~~payroll administrator~~ HR Director or U.S. Department of Labor website that must be signed and completed by the employee. The completed certification form (~~WH-385~~) must be submitted within fifteen (15) days of the requested leave, except in unusual circumstances. Failure to provide the required medical certification may result in denial of all privileges and

benefits under this policy and result in denial of re-employment upon completion of the leave.

In lieu of a certification, the employee may submit as certification “invitational travel orders” or “invitational travel authorization” issued to any employee’s family member to join a qualified injured or ill servicemember at his or her bedside.

## **V. Length of Leave**

- A. Each eligible employee may be granted an unpaid family and medical leave, including maternity leave, for a period up to twelve (12) weeks (during any twelve (12)-month period). In determining eligibility for leave, a "rolling" twelve (12) month period is used, measuring backward from the date the employee first uses the leave.
- B. An eligible employee may be granted an unpaid family and medical leave to care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces, for a period of up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for the servicemember. Leave to care for an injured or ill servicemember, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.
- C. An employee requesting leave will be required to use any unused accrued vacation, comp time and sick leave as part of the FMLA leave. Once such accrued vacation, comp time and sick leave is exhausted, the balance of the employee’s FMLA leave will be without pay.

## **VI. Benefits during Leave**

- A. An employee on a family or medical leave will be retained on the City’s health plan under the same conditions as active employees, except that the employee must make arrangements with the payroll administrator for timely payment of the employee's portion of the premium in order to continue such coverage, and if any premium payment is more than thirty (30) days late, coverage will be lost during the period of the leave. In circumstances where an employee is on paid leave (*i.e.*, the use of sick leave or vacation while on FMLA leave), the appropriate deductions will be made in the same manner as the employee's regular paycheck. All benefits that operate on an accrual basis will cease to accrue during any period of unpaid leave.
- B. In the event that an employee fails to return from leave, consistent with the terms of this policy, the employee will be liable for the premiums paid by the employer to maintain insurance coverage unless:
  - (1) the employee's failure to return to work stems from the continuation, recurrence, or onset of a serious health condition of the employee or a family member; or

- (2) the failure to return stems from circumstances beyond the control of the employee.

**VII. Return from Leave**

- A. An employee returning from leave will be reinstated to the same or an equivalent position upon his or her proposed return to work date, except that the employee will not be entitled to any employment rights or benefits greater than those he or she would have had in the absence of taking such a leave.
- B. In dealing with leaves involving a serious health condition of an employee, as a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, the City must receive a fitness-for-duty certificate from the employee's health care provider stating that the employee is able to resume work.

**VIII. Reduced Work Schedule**

In limited circumstances, an employee who is eligible for family or medical leave may be permitted to work a reduced schedule or receive periodic time off from work.

In cases of a serious health condition of the employee or a family member, such leave may be permitted in circumstances when it is medically necessary, but appropriate medical certification will be required. In dealing with planned medical treatment, an employee is required to make reasonable effort to schedule the treatment so as not to unduly disrupt the City's operations, and the City reserves the right to request rescheduling of such treatment in appropriate circumstances. Further, where a reduced work schedule is based on planned medical treatment, the City reserves the right to temporarily transfer the Employee to a comparable position that better accommodates the employee's recurring periods of leave.

~~In other cases in which an employee is eligible for family or medical leave, such as the birth, adoption or placement of a child, the City will review the individual circumstances involved when determining whether to allow leave on a reduced schedule.~~

Any time permitted based on a reduced work schedule will be treated in the same manner as absence under the family and/or medical leave policy, and such absence will be counted against the leave permitted under the policy.

**Sec. 5.80 Absence Without Leave.**

Employees failing to report for or remain at work as scheduled or directed without proper notification, authorization, or excuse shall be considered absent without leave, shall not be in pay status for the time involved, and shall be subject to appropriate disciplinary action. Absence without leave for more than three work shifts or in the case of a firefighter, two work shifts, shall be considered an

abandonment of their duties, which shall ordinarily result in dismissal.

**Sec. 5.85                   Continued Employment While on Leave of Absence**

Employees who are on an approved leave of absence, whether paid or unpaid are normally prohibited from outside employment with another employer or being self-employed while on such leave unless the employee's written disclosure of the employment relationship is approved by the City Administrator. Military orders would be considered an exception to this rule. Employees who are found to be engaged in outside employment while on a leave of absence may be disciplined up to and including termination.

**Sec. 5.90                   Compassionate Leave.**

In the event of a death, serious illness, injury or similar major personal problem of a regular 20 hour or more a week employee's spouse, children, mother or father, brothers or sisters or immediate family, or the employee's spouse's children, mother or father or immediate family a department head may ~~grant~~ grant request compassionate leave for the employee, not to exceed three work shifts with pay, per occurrence, to a regular employee. Firefighters may use up to 24 working hours over two work shifts with approval of Fire Chief. Compassionate Leave request shall be made to and approved by the City Administrator.

When an event would also qualify under the sick leave benefit, sick leave will be the leave of first resort.

In the event of a death of an employee's brother's wives, sister's husbands, grandparents, grandchildren, aunts, uncles, nieces or nephews, or the employee's spouse's brothers and their wives, sisters and their husbands, grandparents, grandchildren, aunts, uncles, nieces or nephews a department head may grant an employee up to one work shift, with pay, to attend the funeral, wake or event related to the funeral.

## CHAPTER SIX

### PROBLEM SOLVING AND DISCIPLINE

#### **Sec. 6.10 Statement of Policy.**

The City of Columbus is interested in the establishment of good employee relation practices and the promotion of sound personnel management. Circumstances may arise, apart from disciplinary actions, which cause employee dissatisfaction. Therefore, the following procedures are established whereby employees are entitled to present their complaints without ~~fear of~~ ~~fear of~~ reprisal.

#### **Sec. 6.15 Informal Procedure.**

In keeping with the philosophy that employee problems should be resolved at the lowest possible level with a minimum of paperwork, it shall be the City policy to encourage employees to informally take any job-related complaints to their immediate supervisors. Supervisors shall listen with care to employees, shall attempt to understand their points of view and shall provide clear and timely responses to their complaints. An employee remaining dissatisfied with a working condition, reprimand, or other aspect of employment not subject to the disciplinary appeal procedure, may then use the formal grievance procedure.

#### **Sec. 6.20 Chain of Command.**

All requests from elected City officials requiring action by City personnel are to be channeled through the City Administrator. ~~City of Columbus Organization Chart is attached.~~

#### **Sec. 6.25 Formal Grievance Procedure.**

An employee may submit a written grievance to his or her immediate supervisor within seven calendar days after the cause of the grievance arises or becomes known to the employee. The grievance shall clearly state the basis for the complaint and the relief requested. The supervisor shall discuss the grievance with the employee as necessary and shall provide a written response within seven calendar days after receipt. An employee remaining dissatisfied may then submit the grievance to the next higher supervisor within seven calendar days following receipt of the initial response, and so on up to the City Administrator if necessary. Time limits shall be strictly enforced. Late submission of a grievance at any stage of the procedure shall bar its consideration. Similarly, if a supervisor below the level of the City Administrator should fail to provide a written response within seven calendar days after receipt of the grievance, the employee shall be allowed to take the grievance to the next higher supervisor.

As the final authority for grievances the City Administrator shall conduct any necessary investigation and/or hearing. If the City Administrator determines that a hearing is necessary, the employee shall be afforded an opportunity to attend, to be represented by anyone of his or her choosing, and to present evidence and/or witnesses in his or her behalf. The City Administrator shall provide the final written response to a grievance within ten calendar days after receipt or, if a hearing is held, within ten

calendar days following conclusion of the hearing.

In the event the grievance is made against the City Administrator, the Mayor or his/her designee shall perform the duties and act as final authority.

**Sec. 6.30 Reprimands.**

A form of guidance which may be oral or written, and which should be used not only to warn an employee, but also to guide, direct, and instruct the employee how to correct and avoid repeating a mistake, infraction, deficiency, or problem.

1. **Verbal Reprimand:** Verbal reprimands shall be considered the normal means of correcting the actions of a subordinate and shall be used in cases of mistakes, inefficiency, or other factors which adversely affect an employee's ability to efficiently carry out his/her duties and responsibilities. Any supervisor may reprimand their subordinate at any time for cause and shall inform the employee specifically of the problem and shall give them counsel and assistance. A reasonable period of time for improvement may be allowed before initiating further action. Verbal reprimands will normally be given in a private session.

A written record of the date and reason(s) why a verbal reprimand was issued shall be ~~kept by the supervisor.~~ given to the Human Resource Director.

2. **Written Reprimand:** In situations where a verbal reprimand has not resulted in the expected improvement or when more severe initial action is warranted, a supervisor may issue a written reprimand to the employee clearly stating the reasons for the reprimand and indicating what further action may be taken if the problem is not corrected. The employee will acknowledge receipts of the reprimand with their signature and may respond in writing stating the reasons why they feel the reprimand is unjust.

A copy of the reprimand, along with the employee's acknowledgment of receipt and any written response, will be placed in the employee's personnel file.

3. **Appeals of Reprimands:** Verbal or written reprimands may be appealed through the grievance procedure provided for in Section 6.25 of these rules.

**Sec. 6.35 Disciplinary Actions.**

Whenever an employee's performance, attitude, work habits, or personal conduct fall below a desirable level, supervisors shall take prompt action, appropriate to the seriousness of the situation. Disciplinary action shall be divided into two classes as follows:

- |          |  |
|----------|--|
| Class I  | Loss of vacation, benefits, compensation or other privileges, except pension benefits. |
| Class II | Suspension, demotions, and termination.  |

**Sec. 6.40 Causes for Class I and Class II Disciplinary Action - Civil Service Employees.**

Civil Service employees employed by the City of Columbus shall be designated by the definition in Revised Statutes of Nebraska, Sec. 19-1829; "The Civil Service Act shall only apply to full-time firefighters or full-time police officers of each municipality, including any paid full-time police or fire chief of such department."

Class I and Class II disciplinary actions may be applied to civil service employees for the following reasons:

1. Incompetency, inefficiency, or inattention to or dereliction of duty.
2. Dishonesty, prejudicial conduct, immoral conduct, insubordination of a lawful order, discourteous treatment of the public or a fellow employee, any act of omission or commission tending to injure the public service, and willful failure on the part of the employee to properly conduct themselves, or any willful violation of the Civil Service Act or the rules and regulations adopted pursuant to such act.
3. Mental or physical unfitness for the position which the employee holds.
4. Drunkenness or the use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid or preparation to such an extent that the use interferes with the efficiency or mental or physical fitness of the employee or precludes the employee from properly performing the functions and duties of their position.
5. Conviction of a felony or misdemeanor tending to injure the employee's ability to effectively perform the duties of their position.
6. Any other act or failure to act which, in the judgment of the Civil Service Commissioners, is sufficient to justify the offender to be an unsuitable and unfit person to be employed in the public service.

**Sec. 6.45 Causes for Class I and Class II Disciplinary Action - Non-Civil Service Employees.**

Class I and Class II disciplinary action (6.35) may be applied to non-civil service employees for any of the following reasons:

1. The employee has been incompetent, negligent, or inefficient to such an extent that their job performance falls below a reasonable minimum standard.

2. The employee has willfully violated any of the provisions of the City Code or of these rules; or has attempted to, or does commit any act or acts intended to nullify or mitigate any of the provisions thereof.
3. The employee has been convicted and sentenced in any court of competent jurisdiction for a felony or a crime involving moral turpitude under the laws of this state, or any other state, or of the United States, provided such conviction is deemed to be detrimental to the effective performance of the duties and responsibilities of the position.
4. The employee has been offensive or brutal in their treatment of public charges, fellow employees, or other persons.
5. The employee has some permanent or chronic physical or mental ailment or defect which incapacitates the employee from the proper performance of the employee's essential duties or which creates an undue risk to the employee or others.
6. The employee has violated any lawful official regulation or order or failed to obey any lawful and reasonable directions given by their superior when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in lower morale in the organization or to result in loss or injury to the city or to the public.
7. The employee has been on duty or reported to duty while under the influence of intoxicating liquors or beverages, narcotic drugs not prescribed for their use by a licensed physician, or who had indulged in the use of the same while on duty.
8. The employee has taken for personal use a fee, gift, or other valuable thing in the course of the employee's work or in connection with it when such a fee, gift, or other valuable thing is given the employee by any person in the hope or expectation of receiving a favor or better treatment than accorded other persons.
9. The employee is careless or negligent of the property of the city, or steals, misplaces, or misuses equipment, materials, property, or any other thing of value belonging to the city.
10. The employee is engaged in outside employment or private business or in a trade or occupation in violation of Rule 7.40.
11. The employee has been guilty of using, threatening to use, or attempting to use political influence or to exert unethical pressure on any city employee or officer in securing promotion, transfer, leave of absence, increased pay, or other favors.
12. The employee has intentionally falsified time records or given false information on his application for employment. This falsification includes swapping of time and time not recorded properly.
13. The employee has been absent from duty without leave or contrary to department policies; or

- has failed to report after such a leave of absence has expired or within a reasonable time after such leave of absence has been revoked.
14. The employee has failed to call their superior according to department policy to let the superior know when the employee will be tardy or absent because of sickness or other causes so that it affects the efficient performance of the employee's duties or the morale of fellow employees.
  15. The employee has been habitually tardy or absent from duty without sufficient cause.
  16. The employee has claimed to be sick when physically fit for duty.
  17. The employee has participated in any political campaign or activity prohibited under Rule 7.60 of these rules and regulations.
  18. The employee has been antagonistic in their attitude toward their superiors or fellow employees, criticizing orders or rules issued and policies adopted by their superiors; or so conduct themselves to interfere with the proper coordination of the employees of the City to the detriment of efficient public service.
  19. The employee used a City vehicle or equipment for personal use, or allowed unauthorized persons to ride in city vehicles, or used emergency or standby vehicles for transportation to and from residence other than when serving standby duty.
  20. The employee has engaged in the harassment or unfair treatment of any person because of political or religious opinions, or affiliations, or because of race, color, national origin, marital status, veteran status, age, sex, or physical disability.
  21. The employee has engaged in the unauthorized disclosure of official information.
  22. The employee has failed to observe rules relating to the health and safety of employees or of the rules relating to the direction of personnel in the department.
  23. The employee has committed acts detrimental to the good order, discipline, and repute of the City service.
  24. The employee has acted in a manner not aforementioned specified which tends to lower discipline or morale within the City service or adversely affects the rendering of prompt, courteous, and efficient service by the City and its employees to the public.

**~~Sec. 6.15~~ — ~~Informal Procedure.~~**

~~In keeping with the philosophy that employee problems should be resolved at the lowest possible level with a minimum of paperwork, it shall be the City policy to encourage employees to informally take any job-related complaints to their immediate supervisors. Supervisors shall listen with care to employees, shall attempt to understand their points of view and shall provide clear and timely~~

~~responses to their complaints. An employee remaining dissatisfied with a working condition, reprimand, or other aspect of employment not subject to the disciplinary appeal procedure, may then use the formal grievance procedure.~~

**Sec. 6.50 Procedure for Class I Disciplinary Action (Section 6.35).**

When a department head deems such action is necessary, appropriate, and in the best interest of City service, a department head may recommend to the City Administrator that an employee be subject to a Class I Disciplinary Action. The recommendation shall be in writing and shall contain the reasons why it is necessary for the department head to recommend disciplinary action, the type of, and recommended duration of the disciplinary action. The City Administrator, after reviewing all the facts, shall either approve, reject, or modify the recommendations of the department head. In the case of those employees over which the City Administrator is not the appointing authority, the City Administrator shall forward both recommendations to the appropriate appointing authority. The appointing authority, after reviewing all the facts shall either approve, reject, or modify the recommendations of the City Administrator. After the appointing authority has taken the appropriate action, the employee shall be notified in writing of the disciplinary actions and the reasons therefore. The employee shall have the right to appeal any Class I disciplinary action to the appropriate appointing authority within ten (10) calendar days after such notification.

**Sec. 6.55 Procedure for Class II Disciplinary Action – Civil Service Employees (Section 6.35).**

1. No employee in the civil service who shall have been permanently appointed or inducted into the civil service shall be removed, suspended, demoted, or terminated~~d~~, except for cause, and then only upon the written accusation of the Police or Fire Chief, City Administrator, Mayor, or any citizen or taxpayer. The written accusation shall set forth the alleged misconduct, charges, or grounds for investigation against the employee.
2. If the written accusation is made by a citizen or taxpayer, it shall be filed with the Mayor, or the City Administrator, or the Secretary of the Civil Service Commission who shall cause a copy of such written accusation to be delivered within 24 hours (excluding weekends and holidays) after the filing to the Police Chief or Fire Chief, and to the City Administrator if filed with the Mayor or the Commission Secretary.
3. A temporary and immediate suspension may be affected when there is need to remove the employee from the work place promptly because of a possibility of violence, disruption of work, insubordination of a lawful under the apparent influence of intoxicants or drugs, or for any other reason which requires prompt removal. A temporary and immediate suspension may be imposed by the City Administrator, department head, or immediate supervisor. A temporary and immediate suspension shall be with pay until such time as there is compliance with procedures established herein.
4. The Police or Fire Chief shall, within ~~a reasonable period of time~~ **10 business days**, investigate the alleged misconduct, charges, or grounds against the employee and explain the basis of the

employer's evidence to the employee and provide the employee an opportunity to present their version of the circumstances which resulted in the filing of the written accusation. If the Chief's investigation reveals other misconduct or charges, the Chief shall file an additional written accusation to include the other misconduct, charges, or grounds in accordance with the above procedure. Upon completion of this procedure, the Police or Fire Chief shall recommend in writing to the City Administrator that the alleged misconduct, charges, or grounds set forth in the written accusation or accusations be deemed:

- a) To be without merit.
  - b) To not warrant disciplinary action.
  - c) To warrant disciplinary action less severe than removal, demotion, termination, or suspension, with or without pay **such as an oral or written reprimand.**
  - d) To warrant removal, demotion, termination, or suspension with or without pay.
5. Within five working days after receiving the written recommendation of the Police or Fire Chief, the City Administrator shall decide to accept the recommendation of the Police or Fire Chief, or shall decide that alleged misconduct, charges, or grounds for investigation against the employee set forth in the written accusation be deemed:
- a) To be without merit.
  - b) To not warrant disciplinary action.
  - c) To warrant disciplinary action less severe than removal, demotion, termination, or suspension, with or without pay, such as an oral or written reprimand.
  - d) To warrant removal, demotion, termination, or suspension with or without pay.
  - e) To recommend stronger discipline.

The City Administrator shall forward a copy of the City Administrator's recommendation with the Chief's recommendation to the Mayor.

6. Within five working days after receiving the written recommendation of the City Administrator and the Chief, the Mayor shall decide to accept the recommendation of the City Administrator and/or Police or Fire Chief, or shall decide that the alleged misconduct, charges, or grounds for investigation against the employee set forth in the written accusation be deemed:
- a) To be without merit.
  - b) To not warrant disciplinary action.

- c) To warrant disciplinary action less severe than removal, demotion, termination, or suspension, with or without pay **such as an oral or written reprimand.**
- d) To warrant removal, demotion, termination, or suspension with or without pay.
- e) To recommend stronger discipline.

The Mayor shall, within 21 working days of having received the City Administrator's statement, submit his decision to the City Council for its approval. After approval of the City Council, the Mayor shall cause a copy of such decision to be filed, within 24 hours after the action of the City Council, with the Secretary of the Civil Service Commission, the Police or Fire Chief, and employee, personally or by certified mail, addressed to the employee at the residence address of the employee shown in the personnel records. The Secretary of the Commission shall cause a return showing such delivery or mailing to be executed and filed in the Secretary's office.

- 7. In the event the Police or Fire Chief is being disciplined, the City Administrator or Mayor shall follow the same procedures as are followed by the Police or Fire Chief in disciplining employees under this procedure.
- 8. Any employee so removed, suspended, demoted, or terminated may, within ten calendar days after receiving written notice of the Mayor's decision, file a written demand for an investigation and a hearing by the Civil Service Commission. The employee shall file the request for the hearing with the secretary of the Commission and simultaneously send a copy of the request to the City Administrator and Mayor. The failure to file such a request with the secretary of the Commission within ten calendar days of receipt of notice of the action by the Mayor, shall constitute a waiver of the employee's right to review by the Civil Service Commission, and the Mayor's decision shall become final.
- 9. Within five calendar days of receipt of the employee's notice of appeal, the City Administrator shall cause to be mailed or delivered the following notice to the employee and secretary of the Civil Service Commission:
  - a) A statement of the charge(s).
  - b) The names of the witnesses who will be called on behalf of the Mayor and general statement of the nature of their testimony.
  - c) Copies of the documents to be introduced.
- 10. Within five calendar days of the filing of the written demand for an investigation and a hearing by the Commission, the employee shall mail or deliver the following ~~to~~ to the City Administrator and Commission:
  - a) A response to the statement of the charge(s).

- b) The names of the witnesses who will be called on behalf of the employee and a general statement of the nature of their testimony.
  - c) Copies of the documents to be introduced.
11. Upon receipt of a written demand, the Commission shall conduct an investigation. The Commission may be represented in such investigation and a hearing by the City Attorney if authorized by the Mayor. If the City Attorney does not represent the Commission, the Commission may be represented by special counsel appointed by the Commission for any such investigation and hearing.

The investigation shall consist solely of a review of the written submissions of the Mayor and employee to determine whether any individuals or documents should be subpoenaed by the Commission for the subsequent public hearing before the Commission ultimately to determine whether the Mayor acted in good faith for cause. Good faith for cause shall mean that the action was not arbitrary or capricious and was not made for political or religious reasons.

12. The Commission shall schedule a hearing no less than ten, nor more than twenty, calendar days from the date of filing of the employee's written demand for an investigation. The Commission shall notify the City Administrator, the Mayor, and the employee, in writing, at least ten calendar days prior to the date of the hearing, of the date, time, and place of the hearing.
13. ~~The Mayor shall be permitted to appear in person and by counsel and to present the mayoral case. The Mayor may present evidence by testimony and documents and shall be permitted to cross examine the employee's witnesses. At the hearing, the employee shall be permitted to appear in person and by counsel and to present their defense. The employee may present evidence by testimony and documents and shall be permitted to cross examine the witnesses called by the Mayor.~~ Per Officer Sealock, this should be removed.
14. The Commission may affirm the action taken by the Mayor if such action is supported by a preponderance of the evidence. If the Commission finds that the removal, suspension, demotion, or termination was made for political or religious reasons, or for unjust cause, it shall order the immediate reinstatement or reemployment of such employee in the position or employment from which such employee was removed, suspended, demoted, or terminated, which reinstatement shall, if the Commission in its discretion so provides, be retroactive and entitle such person to compensation and restoration of benefits and privileges from the time of such removal, suspension, demotion or termination.
15. After the hearing, in lieu of affirming the removal, suspension, demotion, or termination, the Commission may modify the order of removal, suspension, demotion, or termination by directing a suspension, with or without pay, for a given period and the subsequent restoration to duty or demotion in position or pay. No later than ten calendar days after the hearing the Commission shall certify its findings in writing to the employee, City Administrator, and Mayor who shall enforce them.

**Sec. 6.60 Procedure for Class II Disciplinary Action – Non-Civil Service Employees (Section 6.35).**

No employee in the City service who shall have been permanently appointed or inducted into City service shall be removed, suspended, demoted, or terminated, except upon the written accusation of their department head, City Administrator, any citizen, or taxpayer.

1. Suspensions of Two Days or Less.

A department head, or the City Administrator, may suspend, without pay, any employee (other than one covered by Civil Service) for two days or less for cause, refer to 6.45. Prior to imposing the suspension, the department head shall meet with the employee to discuss the proposed action.

2. Temporary and Immediate Suspension.

A temporary and immediate suspension may be affected when there is need to remove the employee from the work place promptly because of a possibility of violence, disruption of work, insubordination, damage to property or persons, or if any employee is under the apparent influence of intoxicants or drugs, or for any other reason which requires prompt removal. A temporary and immediate suspension may be imposed by the City Administrator, department head, or immediate supervisor. A temporary and immediate suspension shall be with pay until such time as there is compliance with procedures established herein.

3. Suspension of More than Two Days and Demotions.

When a department head deems such action is necessary, appropriate, and in the best interest of the City service, a department head may recommend to the City Administrator an employee be suspended or demoted. The recommendation shall be in writing and shall contain the reasons why it is necessary for the department head to recommend suspension or demotion, and the type, plus the recommended duration of the suspension or demotion. The City Administrator, after reviewing all the facts, shall either approve, reject, or modify the recommendations of the department head. In the case of those employees over which the City Administrator is not the appointing authority, the City Administrator will forward both the City Administrator's and the department head's recommendations to the appropriate appointing authority. The appointing authority, after reviewing all the facts, shall either approve, reject, or modify the recommendations of the City Administrator. After the appointing authority has taken the appropriate action, the employee shall be notified in writing of the disciplinary actions and the reasons therefore. An employee may be suspended or demoted with or without pay for:

- a) A reasonable period of time, not to exceed 30 days when alternative personnel actions (demotions, dismissal, etc.) may not be warranted, appropriate, or deemed in the best interest of the City service.
- b) An indefinite period pending the investigation of charges leading to possible

termination or where the employee is charged with and awaiting trial for a criminal offense. An employee may use a combination of up to 80 hours of accrued vacation or compensatory time per the approval of the City Administrator.

4. Dismissal.

Dismissal is the removal from the City service of a City employee ~~who has successfully completed the introductory period~~. Either department heads or the appointing authority may initiate dismissals.

A City employee may be dismissed when alternative personnel actions, (i.e. verbal warning, written reprimand, demotion, or suspension) would not be considered sufficient or in the best interest of the City. All recommendations by department heads for dismissals shall be submitted to the City Administrator, who in turn will forward them, with the City Administrator's recommendation, to the appropriate appointing authority. All dismissals shall be made by the appointing authority who may modify a dismissal recommendation and impose an alternative disciplinary action other than a dismissal. The employee shall be given a written notice, at least one calendar week in advance, of the proposed effective date of the dismissal. The notice of dismissal shall contain the reasons, statement on employee's rights, including the right to answer all charges in writing, and the right to a hearing.

5. Appeals.

Any employee suspended, demoted, or terminated may, within ten calendar days after such action or after receiving written notice of such proposed action, request in writing, a hearing by the appointing authority.

If the employee fails to respond within ten calendar days, the proposed action shall be effective on the date specified with no need for further action. If the employee requests a hearing, the appointing authority shall promptly set a date and time for the hearing and give the employee reasonable written notice. The employee shall be informed in the written notice of the employee's rights at such hearing, including the right to be represented. The appointing authority may conduct the hearing personally or may appoint a hearing officer for this purpose.

The hearing afforded by this section shall be informal in nature. The rules of evidence shall not apply. At the hearing, the appointing authority may consider and give such weight as he or she deems appropriate to written statements and reports which are offered in evidence, whether such statements are sworn or unsworn. The persons giving the statements need not be called as witnesses at the hearing unless otherwise ordered by appointing authority or the designated hearing officer. The appointing authority may permit, prohibit, or limit cross-examination of witnesses as he or she determines appropriate in his or her sole discretion, or may require that questions be put to witnesses through the hearing officer. There shall be no prehearing discovery unless the appointing authority or designated hearing officer determines in his or her sole discretion that good cause exists for permitting limited discovery. The employee shall be permitted to appear at the hearing and give testimony concerning the reasons given for the possible termination of his or her employment. The employee shall also

have the right to be represented at the hearing.

After such hearing, the appointing authority shall carefully consider all evidence presented at the hearing before making a final decision and may reverse, modify, or confirm any disciplinary action taken or proposed. The employee will be informed in writing of such decision.

**Sec. 6.87 Performance Appraisals.**

It is the policy of the City that the job performance of each employee should be evaluated periodically by the employee's supervisor. However, it is the responsibility of the employee to speak up and request such appraisal from the supervisor if it is delayed at all. If prompt action is not taken by the supervisor, the employee is responsible to promptly request from their department head that the appraisal be completed.

1. Supervisors should complete performance appraisals upon the following types of occasions:
  - a) Prior to the annual salary review or on the anniversary date of employment.
  - b) Requiring terminating supervisor to do evaluations of all employees whose evaluations are due within 90 days.

If a performance appraisal has been completed within one month prior to one of the above occasions, a new appraisal need not be completed, except in cases involving discipline or termination. Between scheduled appraisals, supervisors should discuss with employees, on an informal basis, any performance issues (negative or exemplary) which warrant attention and should keep records of any significant incidents. Employees should retain a copy of all appraisals for appropriate later review.

2. Supervisors, in evaluating employees, should consider such factors as the experience and training of the employee, the job description, and the employee's attainment of previously set objectives and goals. Other factors that normally should be considered include, but are not limited to, knowledge of the job, quantity and quality of work, promptness in completing assignments, cooperation, initiative, reliability, attendance, judgment, conduct, and acceptance of responsibility.
3. Supervisors, in completing evaluations, should prepare a written appraisal of each employee's job performance, using a City Administrator approved form. Such an appraisal should include the supervisor's comments, recommendations, and performance goals for the next evaluation period. In an atypical evaluation, an alternate type of appraisal form may be more appropriate.
4. Department heads should review each supervisor's written evaluation to help assure the evaluation function has been properly completed in as fair and objective a manner as possible.
5. After the written evaluation has been reviewed by the department head, the supervisor and

employee should meet and discuss the evaluation, assess the employee's strengths and weaknesses in a constructive manner, and set objectives and goals for the period ahead. The employee should be given the opportunity to examine the evaluation and make written comments about any aspect of it. The employee and supervisor should then sign and date the evaluation and forward it to the department head for review and approval. The form will then be forwarded to the Human Resources Director who reviews the appraisal form with the City Administrator before placing it in the employee's personnel file.

6. Employees, who have added written comments to their performance appraisal, but feel an additional communication is necessary, may request an interview with their department head or the Human Resources Director or implement the grievance procedure.
7. Information derived from the performance appraisal may be considered when making decisions affecting an employee including, but not limited to, decisions concerning training needs and opportunities, pay, promotion, transfer, or continued employment.
8. The procedures discussed in this policy are only guidelines. The City may unilaterally modify or revoke them in whole or in part from time to time. Accordingly, these procedures are not a promise or contract, express or implied, that they will be used in every instance.

The Human Resources Director shall then review the performance appraisal form and transmit it, with the appropriate comments, to the City Administrator for whatever action may be deemed necessary.

Should the employee receive an unsatisfactory performance rating ~~the employee will reviewed again within three months.~~ any pay increase the employee may be eligible to receive will be withheld until the employee receives a satisfactory performance rating, the employee will be reviewed again within three months. Any pay increase will only become effective after a satisfactory performance appraisal.

## CHAPTER SEVEN

### EMPLOYEE RESPONSIBILITIES AND CONDUCT

#### **Sec. 7.10 Behavior of Employees.**

It is the policy of the City that certain rules and regulations regarding employee behavior are necessary for the efficient operation of the City and for the benefit and safety of all employees. Conduct which interferes with operations, discredits the City, or is offensive to customers or fellow employees will not be tolerated.

1. Employees are expected at all times to conduct themselves in a positive manner so as to promote the best interests of the City. Such conduct includes:
  - a) Reporting to work punctually as scheduled and being at the proper work station, ready for work, at the assigned starting time.
  - b) Giving proper advance notice whenever unable to work or report on time.
  - c) Complying with all City safety and security regulations.
  - d) Wearing clothing appropriate for the work being performed.
  - e) Maintaining work place and work area cleanliness and orderliness.
  - f) Treating all citizens and fellow employees in a courteous manner.
  - g) Refraining from behavior or conduct deemed offensive or undesirable, or which is contrary to the City's best interests.
  - h) Performing assigned tasks efficiently and in accord with established quality standards.
  - i) Reporting to department heads, or in those cases where a department head is involved, to the Human Resources Director or City Administrator any suspicious, unethical, or illegal conduct by fellow employees, suppliers, or contracting organizations.
  - j) Treating their supervisors with respect and carrying out instructions to the best of their ability without delay or quarrel.
2. The following conduct is prohibited and will normally subject the individual involved to disciplinary action, up to and including termination.
  - a) Reporting to work with alcohol on their breath or under the influence of alcoholic beverages and/or illegal drugs and narcotics, or the use, sale, dispensing, or possession of alcoholic beverages and/or illegal drugs and narcotics on City premises unless such possession is a necessary part of the job assignment ~~as in evidence confiscated by a~~

~~police officer.~~

- b) Use of profanity or abusive language.
  - c) Possession of firearms or other weapons on City property unless authorized by the City Administrator or department head.
  - d) Insubordination of a lawful order or the refusal by an employee to follow management's instructions concerning a job-related matter.
  - e) Physical assault on a fellow employee or citizen.
  - f) Theft, intentional destruction, defacement, or misuse of City property or resources or of another employee's property.
  - g) Gambling on City property.
  - h) Falsifying or altering any City record or report, such as an application for employment, a medical report, a production record, a time record, an expense account, an absentee report, or shipping and receiving records.
  - i) Threatening or intimidating management, supervisors, security personnel, or fellow workers.
  - j) Use of tobacco products, if prohibited by local ordinance or City rules.
  - k) Horseplay, pranks, or practical jokes of a malicious nature.
  - l) Unauthorized sleeping on the job.
  - m) Failure to wear assigned safety equipment or failure to abide by safety rules and policies.
  - n) Improper attire or inappropriate personal appearance.
  - o) Engaging in any form of ~~unlawful~~ ~~unlawful~~ harassment.
  - p) Violation of City policies on solicitation or distribution.
  - q) Improper disclosure of confidential information.
3. The examples in part (2) of 7.10 are illustrative of the type of behavior that will not be permitted, but are not intended to be an all-inclusive listing. Any questions in connection with this policy should be directed to your supervisor or the Human Resources Director.

**Sec. 7.20 City Property.**

Employees shall be responsible for the proper care and use of all City property entrusted or available to them. Employees damaging or losing City property through negligence or abuse shall be subject to disciplinary action and may be required to reimburse the City for such damage or loss. City equipment, keys, materials, and supplies shall not be used for private purposes and shall not be removed from authorized locations without proper supervisory approval. Employees leaving the City service shall return any tools, uniforms, or other City property issued to them before receiving their final pay.

**Sec. 7.25 Absenteeism.**

1. Unnecessary absences should be absolutely avoided. Employees are hired because they are needed to carry out the department workload, so unexpected and unnecessary absences disrupt the normal work routine. Often, other department employees will have to carry your workload in your absence.
2. Any absence, for any reason, should be reported immediately to the supervisor or the department head and the following information reported:
  - a) Specific reason for absence.
  - b) Expected time or date of return.
  - c) Always report any change in the time of return to the department head or supervisor.
3. Absence due to illness or injury must be reported each day, unless the employee and department head or immediate supervisor have personally agreed to a more extended period of time.
4. Chronic absenteeism will result in disciplinary action, including possible termination.

**Sec. 7.30 Assigned Vehicles.**

The City Administrator may assign City vehicles to department heads, and certain other employees for use during normal duty hours and for transportation between home and work. Such vehicles shall otherwise be used only for official purposes as determined by the City Administrator.

**Sec. 7.40 Secondary Employment.**

Employees may engage in outside employment which does not involve the use of City time, equipment, supplies, uniforms (in whole or part) and which does not create a conflict of interest with their City position, or which does not so fatigue the employee that it adversely affects their job performance. Before engaging in such employment, the employee shall notify their department head and annually thereafter on their anniversary date. The first such notification, which shall be in writing, shall include the place of employment, phone number of employer, a brief job description, hours of

employment, and such additional information the department head may require. Annually thereafter, the disclosure is to be written into the annual employee appraisal form.

If the department head believes any present or proposed outside employment violates Section 7.70, the department head may, after consultation with the City Administrator, require the employee to modify, not accept, or terminate such employment.

**Sec. 7.45                    Private Business Activities.**

Employees shall not engage in private business activities during their scheduled working hours and shall not use City property or facilities for such activities.

**Sec. 7.50                    Workplace Violence.**

The City is concerned about the increased levels of violence prevalent in our society and has taken affirmative steps to prevent incidents of violence from occurring in the workplace. All acts or threats of violence by any City employee against any other employee, client, contractor, vendor or visitor, on or off City property, is strictly prohibited. Violation of this policy can lead to disciplinary action, up to and including immediate termination.

If you observe or are aware of any workplace violence, threats of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, or other suspicious activity or incidents that have or could lead to violence in the workplace, you shall immediately bring the incident to the attention of your supervisor. If that is not feasible, would prove to be uncomfortable, or you are not satisfied with your supervisor's handling of the complaint, bring the matter to the attention of the department head. If none of these alternatives are feasible or do not address the problem, contact the Human Resources Director or City Administrator.

The City will promptly investigate all reports of actual or threatened workplace violence in as confidential of a manner as possible and take appropriate corrective action if warranted.

Under no circumstances will a department head or supervisor be allowed to intimidate or retaliate against an employee for making a report under this policy.

**Sec. 7.55                    Weapon-Free Workplace Policy.**

To ensure that the City maintains a workplace safe and free of violence for all employees and visitors, the City prohibits the possession or use of Dangerous Weapons on City Property or while performing City business except for sworn officers. A license or permit to carry or possess any weapon does not supersede City policy.

"City Property" is defined to include all City-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, green spaces and parking lots under the City's ownership or control. It also includes all City-owned or leased vehicles and all vehicles that come onto City Property.

"Dangerous Weapons" includes, but is not limited to, firearms, explosives, knives (other than those used to perform your duties at the City), swords and other weapons or objects that might be considered dangerous by the City or that are capable of being used to inflict severe bodily injury upon another. Employees are responsible for making sure that any item possessed by the employee is not a Dangerous Weapon.

**Because employees do not have a reasonable expectation of privacy with respect to their work at the City, the City reserves the right to monitor City Property and those present on City Property at any time.** This includes the right to conduct reasonable searches of all City Property, and all vehicles including such things as packages, containers, briefcases, purses, coats, bags, lockers, desks, computers, cell phones and enclosures present on City Property as well as persons entering upon City Property. As a condition of employment and as a condition for entering upon City Property, all employees and visitors are required to promptly submit to a reasonable search upon request as provided in this policy.

Any employee who violates this policy is subject to disciplinary action, up to and including termination. Any visitor who violates this policy will be denied access to the City Property.

**Sec. 7.60 Political Activity.**

Employees are free to vote and support candidates for public office as they may desire; provided they do not engage in political activities during their working hours or use City property to do so, city uniforms or facilities for such activities. **All non-City** political campaign buttons shall not be worn while an employee is on duty. No supervisor or other person in authority shall require an employee to support a candidate or political activity.

**Sec. 7.70 Conflicts of Interest.**

No employee shall engage in any activity or enterprise which conflicts or creates the appearance of conflicting with the employee's City duties or with the duties, function, or responsibilities of the City. The City Administrator or the Human Resources Director may prohibit particular activities which would create conflicts of interest in their specific organizational environments. Employees shall be encouraged to seek advance determinations regarding possible conflict of interest situations. The following employee activities shall generally constitute conflicts of interest and may in some cases also be criminal acts:

1. Engaging in any activity or enterprise involving the use of City time, facilities, equipment, materials, supplies, badge or other identification other than for City purposes.
2. Receiving or accepting money or other consideration from any person or entity other than the City for the performance of any service which the employee of the City would normally be required or expected to render or for preferential or favorable treatment in relation to others.
3. Having a direct financial interest in any contract with the City or a direct financial interest in the provision of equipment, materials, supplies, or services to the City, except as may be disclosed to and approved by the Mayor and City Council.

**Sec. 7.75 Family and Friends in the Workplace.**

Employee's family and friends are welcome to visit the workplace, provided the visits are infrequent, brief and take place in a fashion that limits disruption to the workplace.

**Sec. 7.80 Solicitation.**

It is the policy of the City to prohibit solicitation and distribution on its premises by non-employees and to permit solicitation and distribution by employees only as outlined below.

1. The City limits solicitation and distribution on its premises because, when left unrestricted, such activities can interfere with the provision of City services, can be detrimental to employee efficiency, can be annoying to citizens (who are the customers of City services), and can pose a threat to security.
2. Department heads are responsible for administering this policy and for enforcing its provisions. Employees will be subject to disciplinary action for violations of this policy (See Chapter 6).
3. Persons who are not employed by the City are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of suppliers approved by the Human Resources Director), or engaging in any other solicitation or similar activity on City premises.
4. The City Administrator may authorize a few fund drives by employees on behalf of charitable organizations or for employee gifts. Employees are encouraged to volunteer to assist in these drives. However, employees are not to be discriminated against because of their willingness or unwillingness to participate.
5. Employees are permitted to engage in solicitation or distribution of literature for any group or organization, including charitable organizations, only in accordance with the following restrictions:
  - a) The sale of merchandise is prohibited on City premises unless approved by the affected department head.
  - b) Solicitation and distribution of literature are prohibited during the working time of either the employee making the solicitation or distribution, or the targeted employee. The term "working time" does not include an employee's authorized lunch or rest periods or other time when the employee is not required to be working. All literature of sales needs solicitation materials shall to be left provided in the breakroom for employees to see review, during your breaks, before/after working hours. or outside of working hours.
  - c) Distribution of literature is prohibited in work areas at all times.

- d) The distribution of literature in such a manner as to cause litter on City property is prohibited.
  - e) Off-duty employees are requested not to return for the purposes of solicitation.
6. The City maintains bulletin boards to communicate City information to employees and to post notices required by law. These bulletin boards are for the posting of City information and notices only, and only persons designated by the department heads may place notices on or take down material from the bulletin boards.

**Sec. 7.81                      Email**

The City provides employees with electronic business communication tools, including an email system. This policy will govern acceptable use of this system, regardless of where such use occurs.

The policy applies to employees' use of desktop computers, laptops, smartphones, and other hand-held devices, whether provided by the city, owned by the employee or a third party. It applies to employees, independent contractors, interns, volunteers, consultants, agents and third parties including but not limited to suppliers and vendors.

Any employee who violates the email policy is subject to disciplinary action up to and including termination.

The email system is provided primarily for business purposes. Employees may use the City email system for limited personal use strictly in accordance with this policy.

Employees may use the email system to communicate with family, school, and other minimal personal dealings outside of City business. The time involvement should be short and require little more time needed than is available on breaks. Spending more than minimal time or sending a substantial volume of personal or private business email would be considered a violation of this policy. Other types of activities which would violate this policy would include soliciting money for causes or personal gain and campaigning for political causes or candidates.

The email system is the property of the City. All passwords, user IDs and messages created and transmitted are the property of the City. The City reserves the right to monitor all email transmissions conducted via the City computer system.

Employees have no reasonable expectation of privacy when it comes to the business and personal use of the City email system. All employee email messages (incoming, outgoing, and internal) can be monitored. The city reserves the right to monitor, inspect, copy, review, and store at any time and without notice any and all usage of the city's email system, and any and all files, information, software, and other content created, sent, received, downloaded, uploaded, accessed, or stored in connection with employee usage. The city reserves the right to disclose email text and images to regulators, the courts, law enforcement, and other third parties without the employee's consent.

Employees are prohibited from using the email system to engage in activities or transmit content that is harassing, discriminatory, menacing, threatening, obscene, defamatory or offensive. Therefore, it will be considered a policy violation to send, **receive**, solicit, print, copy or reply to text or images that contain these types of offensive, harassing or discriminatory material.

Confidential, proprietary, and personal information must be protected. Unless so authorized, employees are prohibited from using the email system to transmit confidential information to outside parties. Confidential information includes but is not limited to, credit card numbers, social security numbers, employee performance reviews, employee medical information, passwords, and information expressly exempted from the Nebraska public records law.

If an employee receives email containing inappropriate or offensive material the following procedure should be used:

- a. If you know the sender, contact them immediately and instruct the sender to stop sending this type of material.
- b. If you do not know the sender, block the sender. If the blocking is not effective, contact the Computer Network Technician.

Passwords are the property of the City. Employees are expected to share current passwords and user IDs when requested. Unauthorized sharing of passwords and user IDs will be a violation of policy.

Email messages should be treated as business documents and created with care. Since these documents are not in your control, once they are sent, they can reflect positively or negatively upon the employee and the City.

Organization wide email messages must be approved by the appropriate department head before being sent. Employees are prohibited from sending email blasts (mass mailings) to external parties without appropriate department head approval. Employees are prohibited from requesting email replies to organization-wide email or external email blasts without permission from the appropriate department head and the Computer Network Technician.

## **Sec. 7.82                    Internet Usage**

The City provides specified employees with a network connection and internet access. This internet usage policy governs all use of the city's network, regardless of where such use occurs.

The city network and internet access is intended for business use. Employees may access the internet for personal use only during breaks and non-working hours, and strictly in compliance with this policy.

All information created, transmitted, acquired, downloaded, or uploaded via the City network and internet system is the property of the city. Employees should have no expectation of privacy regarding this information. The city reserves the right to access, read, review, monitor, and copy all messages

and files on its computer system at any time and without notice. When deemed necessary, the city may disclose text or images to law enforcement agencies, regulatory bodies, courts and other third parties without the employees' consent.

Upon legal order, an employee shall share passwords used on city computer systems.

Alternate internet service provider connections to the city internal network are not permitted unless expressly authorized by the city and properly protected by a firewall or other appropriate security device(s).

Files downloaded from the web may not be viewed or opened until scanned with virus detection technology. Employees are reminded that information obtained from the web is not always reliable and should be verified for accuracy before it is used.

Employees are prohibited from misusing the city network or internet access for activities such as:

- a. Downloading software without the express authority of the appropriate department head.
- b. Operating a business, usurping business opportunities, soliciting money for personal gain, or searching for jobs outside the city organization structure.
- c. Making offensive or harassing statements and/or disparaging others based on race, color, religion, national origin, veteran status, ancestry, disability, age, or sex.
- d. Visiting websites featuring pornography, terrorism, espionage, theft, racially offensive material or drugs unless authorized by the respective department head as a part of specifically ordered duties.
- e. Gambling or engaging in unethical activities or content.
- f. Participating in activities, viewing, or writing content with the intent to purposely harm the city organizational structure or malign an individual employee.

Department heads and supervisors are responsible for ensuring employee compliance with this policy. Employees who learn of policy violations should notify the appropriate Department Head or the Human Resources Director. Employees who violate this policy or use the city network or internet system for improper purposes will be subject to discipline, up to and including termination.

## **Sec. 7.83                    Social Networking**

### **A. Generally**

The City of Columbus takes no position on an employee's decision to start or maintain a blog or to participate in other social networking activities. However, it is the right and duty of the city to protect itself from unauthorized disclosure of confidential information and information expressly exempted

from Nebraska's public records laws. The city's social networking policy includes rules and guidelines for city-authorized social networking and personal social networking and applies to employees, committee members and elected officials.

Blogging or other forms of social media or technology includes but is not limited to video or wiki postings, sites such as Facebook and Twitter, chat rooms, personal blogs or other similar forms of online journals, diaries or personal newsletters not affiliated with the city.

Unless specifically instructed, employees are not authorized and therefore are restricted from speaking on behalf of the city. Employees may not publicly discuss confidential information or information expressly exempted from Nebraska's public records laws outside of city-authorized communications. Employees are expected to protect privileged data. For example, employees, vendors or clients are prohibited from disclosing personal employee and nonemployee information and any other proprietary and nonpublic information to which employees have access. Such information includes but is not limited to citizen financial information, legal process information, and personnel issues.

Employees are cautioned that they should have no expectation of privacy while using the internet. Postings can be reviewed by anyone, including city staff. The city reserves the right to monitor comments or discussions about the city, its employees, vendors and contractors posted on the internet by anyone, including employees and non-employees. The city may use blog-search tools and software to monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forum, and social networking sites.

Employees are cautioned that they should have no expectation of privacy while using city equipment or facilities for any purpose, including authorized blogging. The city reserves the right to use content management tools to monitor, review or block content on city blogs that violate city blogging rules and guidelines.

#### B. Authorized Social Media on behalf of the City.

The following rules and guidelines apply to social networking and blogging when authorized by the city and completed on paid work time. The rules and guidelines apply to all employer-related blogs and social networking entries.

Only authorized employees can prepare and modify content for the City of Columbus website and/or the social networking entries located on the web. Content must be relevant, add value and meet at least one of the specific goals or purposes developed by the city. If uncertain about any information, material or conversation, discuss the content with the respective department head.

Any copyrighted information where written reprint information has not been obtained in advance cannot be posted by an authorized employee.

City departments are responsible for ensuring all blogging and social networking information complies with city policies and regulations. Department heads are authorized to remove any content that does not meet the rules and guidelines of this policy or that may be illegal or offensive. Removal of such content may be done without permission of the blogger or advance warning.

The city expects all guest bloggers to abide by all rules and guidelines of this policy. The city reserves the right to remove, without advance notice or permission, all guest bloggers' content considered inaccurate or offensive. The city also reserves the right to take legal action against guests or employees who engage in prohibited or unlawful conduct.

### C. Social Media—Personal/Non-City

The City respects the right of employees to write blogs and use social networking sites and does not want to discourage employees from self-publishing and self-expression. Employees are expected to follow the guidelines and policies set forth to provide a clear guideline to you as an individual and to you as the employee.

The city respects the right of employees to use blogs and social networking sites as a medium of self-expression and public conversation and does not discriminate against employees who use these media for personal interests, affiliations or other lawful purposes.

Bloggers and commenters are personally responsible for their commentary on blogs and social networking sites.

Employees are not to use city-owned equipment, including computers, company licensed software, or other electronic equipment, or productive work time to conduct personal blogging or social networking activities.

If an employee chooses to identify themselves as or is known to be a City of Columbus employee, then readers may view this employee as one who speaks for the City of Columbus. Therefore, it must then be stated that the views being expressed are personal and not those of the City of Columbus or of any person or organization affiliated or doing business with the City of Columbus.

Employees cannot post on personal blogs or other sites the name or logo of the City of Columbus or any organization with a connection to the City of Columbus. Nor may they post city documents or pictures which would lend the impression of official approval of these personal postings.

If contacted by the media about anything that relates to their employment or duties with the City, employees shall direct all such media inquiries to the respective department head.

### **Sec. 7.84                      Cell Phone/Electronic Devices**

While at work, employees are expected to exercise the same discretion in using personal cell phones and electronic devices as is expected for the use of city phones. Excessive texting and personal calls during the work day, regardless of the phone or device used, can interfere with employee and

department productivity and can be distracting to others. Employees are encouraged to text and make any other personal calls on non-work time where possible and to ensure that friends and family members are aware of this policy.

Where workload needs demand immediate access to an employee, the city may issue a cell phone or other electronic device for work related communications or a fee arrangement may be made to have the employee carry their own cell phone on an agreed upon schedule. As requested, the employee may be asked to produce this cell phone or electronic device for immediate return or inspection.

All employees are expected to follow applicable state or federal laws or regulations regarding the use of cell phones or other electronic devices. Employees whose jobs responsibilities include regular or occasional driving as a part of the work day shall refrain from texting or using the keypad while driving. Safety must come before all other concerns. Bring the vehicle to a safe stop before texting or using the keypad of the cell phone or electronic device.

Where possible, hands-free equipment will be provided with city issued phones and other electronic devices to facilitate the provisions of this policy.

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**Sec. 7.85                      Offices and Locker Facilities.**

Offices and locker facilities are provided for designated employees as a place to keep personal items while on duty and to have supplies readily available to perform necessary tasks.

Employees should check with their supervisor for the availability of lockers. Where lockers are not available, your supervisor will point out areas approved for keeping personal items while on duty.

To guard against insects and rodents, please do not store food or other material which may mildew or spoil in lockers, desks, or file cabinets.

Since the above described facilities are public and not private property, they can be subject to a search at any time. Employee should therefore have no expectation of privacy concerning the material stored in/on this city property.

**Sec. 7.90                      Change of Status.**

All employees shall report changes of address, telephone number, name and similar information to their respective department head and on to the Human Resources Department, as these changes occur. Municipal emergencies can occur at anytime and this data can be crucial to efficient operations. At the time of the annual appraisal, employees are to correct their changes of status mentioned above as a part of the appraisal process.

**Sec. 7.95                      Tobacco Use.**

The City desires to encourage all employees to abandon the use of tobacco products while serving the public. Therefore, tobacco use **and Vaping Devices** is restricted from all City owned buildings and vehicles. Employees may use tobacco products outside of city owned buildings and vehicles while they are on approved breaks, meal times and before and after the work shift. Tobacco use areas outside of each City building will be designated by the appropriate department head. Violation of this policy can lead to disciplinary action.

## **Sec. 7.96 Drug and Alcohol Policy.**

The City has committed to the maintenance of a safe and productive work environment for its employees and to provide a drug free workplace. The City, therefore, has enacted the following Drug and Alcohol Policy.

### 1. Drug Policy Definitions:

- a) "Alcohol" - Any beverage that has an alcoholic content in excess of .5% by volume.
- b) "Drug" - Any substance, other than alcohol, capable of altering the user's judgment, perception, or mood, or of impairing the user's physical reactions.
- c) "Legal Drug" - Includes prescribed drugs and over-the-counter drugs which have been legally obtained, and are being used for the purpose for which they were prescribed or manufactured.
- d) "Illegal Drugs" means any drug which (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained. The term includes controlled substances including, but not limited to, marijuana, cocaine, PCP, LSD, heroin and other narcotics. The term also includes prescribed drugs, legally obtained, but not being used for prescribed purposes or prescribed drugs which were illegally obtained.
- e) "Reasonable Suspicion" means reasonable grounds to suspect that the employee is in possession of illegal drugs or alcohol, or that the employee is under the influence of or impaired by illegal drugs or alcohol. Reasonable suspicion is to be based upon specific observations concerning such things as appearance, behavior, or speech of the employee in question.
- f) "Under the Influence" means that the employee is affected by **an illegal** drug or alcohol or a combination of drugs and/or alcohol at any detectable level. The symptoms of influence may include, but are not limited to, impairment of physical or mental ability such as slurred speech, problems in maintaining balance, poor work performance, sudden mood swing, or radical change in behavior. A determination of influence may be established by a professional opinion or a scientifically accepted testing procedure.

### 2. Drug and Alcohol Policy Application

- a) The sale, purchase, transfer, distribution, manufacture, dispensation or unauthorized possession or consumption of alcohol on City property, or while performing City business is prohibited. This policy is not intended to preclude the consumption of alcohol at City-sponsored or authorized social functions, such as holiday parties, picnics, and the like.
- b) The manufacture, distribution, dispensation, sale, purchase, transfer, use, or possession of an illegal drug while performing City business, while on City premises or at a City job site is prohibited. Reporting to work or working under the influence of illegal drugs or alcohol is prohibited.
- c) It is the responsibility of the employee to notify their supervisor if they are under the influence of a drug. Except as provided below, the use or being under the influence of any legally obtained drug by any employee while performing City business or while on City property is prohibited to the extent such use or influence may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the City. An employee may continue to work even though under the influence of a legal drug, if City management has determined, after consulting with a physician or pharmacist, that the employee does not pose a threat to his or her own safety or the safety of co-workers and that the employee's job performance is not significantly affected by the legal drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action, including assignment to another job position, as determined by City management.
- d) Any violation of these rules may result in discipline up to and including termination.
- e) This Drug and Alcohol Policy is applicable to employees of vendors and subcontractors as well. Violation of these rules or refusal to cooperate with implementation of this Policy by such persons may result in being barred from City property.
- f) Compliance with the City's Drug and Alcohol Policy is a condition of employment. All new regular employees will be required to submit to the scheduled "post offer" drug and alcohol test.

### 3. Searches

- a) The City reserves the right to conduct reasonable searches of employees and employees of vendors and subcontractors for illegal drugs or alcohol on City premises and job sites, including, but not limited to, vehicles, desks, bags and work areas.
- b) Illegal drugs or alcohol discovered in the course of a search will be confiscated until ownership is determined. Where warranted, confiscated items will be turned over to appropriate law enforcement authorities.

- c) Refusal to cooperate in a search may result in immediate suspension, pending investigation, and may result in further disciplinary action, up to and including termination. Refusal to surrender contraband may also result in discipline, up to and including termination.

#### 4. Testing of Current Employees

- a) Where the City has documented reasonable suspicion that an employee possesses or is under the influence of illegal drugs or alcohol, the employee may be required to take a urinalysis test. The employee may also be suspended without pay pending the receipt of test results and the completion of any investigation conducted by the City.
- b) The City may request or require current employees to undergo testing for drugs and/or alcohol without reasonable suspicion if the employee:
  - (1) has sustained a personal injury , even a minor injury where medical treatment was sought, or has been involved in an accident where another individual has sustained such a personal injury and accident; or
  - (2) has caused been involved in a work-related accident or exposure to bloodborne pathogens or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident where the accident results in property damage.

The Supervisor on duty at the time is responsible for contacting the Occupational Health Department to set up the testing and for transporting the employee to the Occupational Health Department for testing.

- c) Refusal of a request to take a urinalysis test may result in immediate suspension without pay pending investigation, and may also result in further disciplinary action, up to and including termination.
- d) If the initial test is positive, the laboratory will be instructed to retest the specimen for the substance indicated using a testing method approved by the Nebraska Department of Health before reporting a positive result to the City.
- e) A confirmed positive test will subject the employee to disciplinary action up to and including termination.
- f) In all cases of confirmed positive test results, employees will have the opportunity to explain the result, and to substantiate the explanation with medical evidence, which could include an additional confirmatory test of the same specimen.

#### 5. Additional Testing Procedures

- a) All employees who agree to take a urinalysis test will be required to sign a form consenting to the test and authorizing disclosure of the results to the City.
- b) Specimen collection and urinalysis will be performed only by a qualified independent testing laboratory or health care provider designated by the City.
- c) The City will pay the full cost of any testing that is requested of any employee, as well as any confirmatory test requested by the employee, including the reasonable cost of any transportation to and from the designated testing facility.

6. Confidentiality

- a) Information obtained on an individual as part of a drug and/or alcohol test is strictly confidential and will be disclosed to only those persons within the City having a legitimate need-to-know. Such information will not be released to any individual or organization outside the City, without written permission of the employee, except as required or allowed by law.
- b) Other information developed in investigating possible violations of this policy will be communicated to City personnel only on a need-to-know basis.

7. Rehabilitation

- a) Current employees testing positive will be suspended from work and, if termination is not undertaken, ~~will~~ will may be referred to a care unit/treatment facility. Refusal of treatment or failure to complete treatment will result in termination.
- b) Employees who undergo treatment will be retested within 45 to 60 days of the initial test. A positive test and confirmation at that time will result in termination of employment.
- c) Should the retest be negative, the employee will be allowed to return to work subject to periodic retesting during the ~~next twelve months~~ next twelve months duration of employment with the City. Any additional positive test and confirmation at any time will result in termination.
- d) This policy of encouraging rehabilitation is not to be interpreted as conflicting with the rule above prohibiting manufacture, distribution, dispensation, use, or possession of illegal drugs or alcohol on City premises or while performing City business. In addition, if the City deems the circumstances warrant termination, without first offering rehabilitation, it reserves the right to take such action.

Employees are prohibited from the use, sale, dispensing, distribution, possession, or manufacture of illegal drugs and narcotics or alcoholic beverages on City premises, work sites, in City vehicles, or in personal vehicles parked on City property. However, there may be an occasional event that allows the dispensing of alcohol at specific City buildings with City Council approval. ~~such as a special~~

~~fundraiser at the Library, or a specific room where alcohol can be dispensed with City Council approval such as the Club Room at the Fire Station.~~ In addition, employees are prohibited from the off-premises use of alcohol and possession, use, or sale of illegal drugs when such activities adversely affect job performance, job safety, or the City's reputation in the community. Employees shall not use alcohol while on duty or within 8 hours of a regularly scheduled shift. Undercover officers are exempt when performing their assigned duties.

#### **Sec. 7.97                    Personal Finances of Employees.**

It is the policy of the City to require employees to meet and discharge their financial obligations in a timely manner.

1. Employees should manage their personal finances so they do not adversely impact job performance or the City's image in the community. The failure of employees to meet financial obligations may impose an administrative and financial burden on the City in terms of extra bookkeeping and the need to respond to and comply with court processes.
2. The City must disclose employee financial data as obligated under statutory requirements. Employees who become financially obligated to the City will be expected to enter into a written acknowledgement of the obligation at the time it is incurred. Such obligations could arise from pay or expense advances, breakage or shortages.
3. The Finance Department is authorized to receive a write of garnishment or attachment, a notice of levy by any taxing authority, or any other similar order requiring payment of a portion of an employee's compensation to someone other than the employee. The Finance Department is to notify the affected employee immediately, and then deduct the required amount from the employee's earning. The amount deducted, however, should not exceed that permitted by law.
4. No employee will be terminated because of the fact that their earnings have been subjected to garnishment for one indebtedness. ~~However, repeated garnishments for more than one indebtedness may result in discipline, up to and including termination, depending on the circumstances of the case and any restrictions under state law.~~
5. The City will not deny employment to, or terminate the employment of, any person solely because that person has filed a petition for bankruptcy.

#### **Sect. 7.98                    Zero Tolerance for Unlawful Harassment.**

The City is committed to offering employment opportunity based on ability and performance, in a productive climate, free of discrimination. Accordingly, harassment of any kind by supervisors or co-workers will not be tolerated. In addition, the City will protect employees, to the extent possible, from reported harassment by non-employees in the work place.

In general, ethnic or racial slurs, jokes and other verbal or physical conduct relating to a person's race, color, age, sex, national origin, religion, disability, marital status, ~~Vietnam era veteran status~~,

marital status, AIDS/HIV status, ~~or genetic information, or other class protected by applicable law unrelated to the ability to perform the job~~ ~~or disability~~ constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work environment.

Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or other physical and verbal conduct of a sexual nature by supervisors or others of the same or opposite sex in the work place. Sexual harassment exists when:

1. Supervisors or managers make submission to such conduct either an explicit or implicit term or condition of employment (including hiring, compensation, promotion, or retention); or
2. Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment-related decisions such as promotion, performance evaluation, pay adjustment, discipline, or work assignments.

Sexual harassment may also exist when co-workers (or non-employees, such as vendors, citizens) engage in such conduct, when the conduct unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

If you believe that you are being harassed by another employee, supervisor or any other person in connection with your employment with the City, you should bring the incident to the attention of your supervisor. If that would prove to be uncomfortable or you are not satisfied with your supervisor's handling of the complaint, bring the matter to the attention of your department head, [the Human Resources Director and/or the City Administrator](#).

If you still are not satisfied with the handling or outcome of your complaint, or if you feel more comfortable bypassing the other steps, take the matter to the Human Resources Director. The City will promptly investigate all allegations of discrimination and/or harassment in as confidential a manner as possible and take appropriate corrective action if warranted.

Under no circumstances will a manager or supervisor be allowed to threaten or retaliate against an employee who alleges harassment.

## CHAPTER EIGHT

### SEPARATION AND REINSTATEMENT

#### **Sec. 8.10 Separation.**

All separations of employees from positions in the Classified Service shall be one of the following:

1. Reduction in force.
2. Death.
3. Dismissal.
4. Disability.
5. Retirement.
6. Resignation.

Any employee who is separated for any of the above reasons ~~can~~ will receive their final paycheck on the next regular payday following the effective date of their separation ~~unless other arrangements are made or by the end of the month of separation~~ separation. In the event of the death of an employee, the final payment will be issued as soon as the legal beneficiary or beneficiaries are determined. Prior to final payment of any money due, all records, assets, and other items of City property in the employee's custody shall be transferred to the department head and certification to this effect shall be executed.

Department heads shall secure from each employee who is issued City equipment, or who has possession of City records or keys to City equipment or buildings, the following release:

"In the event of my separation from City employment, I hereby authorize the City of Columbus to withhold my final paycheck until such time as I have returned to the City all equipment, keys, and records issued to me and owned by the City. In the event any such equipment is damaged, I also authorize the City to deduct from my final paycheck the cost of repairs of such equipment."

In the event an employee has signed such a release and fails to return all city equipment, keys, and records, their paycheck may be withheld as allowed by Nebraska law and the employee's signed acknowledgment.

#### **Sec. 8.20 Resignation.**

An employee may leave the City service in good standing by submitting their resignation at least two

weeks in advance of the effective date. Department heads must give four weeks notice to leave in good standing. The City Administrator, for good cause, may waive any portion of the notice period.

An employee resigning without the required notice may have the act recorded as a part of their personnel records. The Human Resources Director or the City Administrator shall endeavor to conduct an exit interview with each resigning regular full time or part time employee to determine the reasons for the resignation, to solicit suggestions for improving operations and personnel management, and to determine whether prohibited discrimination was a factor in the decision to resign.

**Sec. 8.30                      Reduction in Force Policy.**

It is the policy of the City of Columbus to avoid, insofar as possible, reductions in force which might unduly impact any of its employees. However, it is recognized that financial constraints or changes in service requirements may require such reductions in force.

Therefore, in order to ensure optimum notice to the City's employees in the event of a reduction in force, the following policy is hereby established for all regular employees in positions in the classified service:

1. An employee will be considered to be in the position to which he was most recently appointed, promoted or demoted.
2. Those employees in training in positions in which reductions are mandated will be the first to be removed. An employee in training due to promotion has the right to request to be reassigned to their previous position, if such position is available and currently a part of the classified service. An employee must notify the City Administrator of their desire to be considered for reassignment to their previous position as provided in paragraph 6.
3. An employee who has successfully fulfilled the training period for their position will only be removed from the classified service after any employees in training in the same position have been removed and after being considered for reassignment, if promptly requested in writing, to a previous position. Such employee may also make a prompt request, in writing, to be considered for reassignment to a position for which they are qualified and which position is being held by an employee in training or is vacant.
4. The decision as to who will be removed from the classified service shall be based on factors, including, but not limited to, the following:
  - a) The employment policies and staffing needs of the City, together with contracts, ordinances, and statutes related thereto.
  - b) The multiple job skills possessed and recently or currently being performed by the employee.
  - c) The knowledge, skills, and abilities of the employee.

- d) Efficiency of the employee as demonstrated on the job.
- e) The performance appraisals of the employee, including any recent, pending, or recurring disciplinary actions involving the employee.
- f) Required federal, state, or local certifications or licenses.
- g) Seniority.

These factors may be documented by employee evaluations, disciplinary actions, commendations, documented training, citizen reports, and other verifiable comments or data or a recommendation from the employee's department head.

5. An employee whose services are terminated under this Reduction in Force Policy will be entitled to two weeks written notice from the City. Such notice shall be delivered by the United States Postal Service, registered return receipt requested, to the employee's address on file with the Human Resources Department of the City, or personally served on such employee. If the employee is in a position subject to the Civil Service provisions of the State Statutes and City Ordinances, the City Administrator shall also give written notice to the Civil Service Commission by contacting the Secretary of the Commission.
6. An employee whose position has been eliminated or who is being replaced as the result of the reassignment of a regular employee whose position has been eliminated by such reduction in force in a classified position, may request to be considered for reassignment to a lesser classification. Such request shall be submitted in writing to the City Administrator within five working days of the notice of the elimination of the employee's position or the reassignment of such other employee. If such a request is made, the employee will be considered for such classification using the criteria provided in paragraph 4.

**Sec. 8.40 Ability to Perform Essential Duties.**

Employees who cannot perform the essential duties of their job, with or without reasonable accommodation, may be separated from employment. The City reserves the right to require medical examinations that are job-related and consistent with a business necessity.

**Sec. 8.50 Retirement.**

Whenever an employee meets the conditions set forth in the City's Pension Retirement Plan, the employee may elect to retire and receive all benefits of the plan.

**Sec. 8.60 Reinstatement.**

Eligibility for benefits such as vacation and service awards is figured from the hire date of continuous employment. It is recognized that due to personal or business reasons an employee may terminate

their employment with the City. As an incentive to encourage these employees to consider reemployment with the City rather than another organization, procedures have been created for recognizing the past service accumulated before separation.

Those employees with less than a two year break in service, who resigned in good standing, may be reinstated, provided the person is qualified to perform the duties of the position and such reinstatement would be in the best interest of the City.

The pay rate will be at the same step in the pay range at which the employee left unless they are returning to a different job ~~in a lower pay range or for a promotion in a lower pay range or for a promotion~~, in which case the Demotion or Promotion Policy would then apply. Benefit accumulation would resume according to the restored years of service; i.e., vacation rate. Those employees who were under the provisions of the 2006 reinstatement personnel policy, will retain their ability to the “five year” reinstatement provisions.

## CHAPTER NINE

### EXPENSE REIMBURSEMENT POLICIES AND REPORTING PROCEDURES

#### **Sec. 9.00 Expense Reimbursement Policies and Reporting Procedures.**

1. The City of Columbus shall reimburse actual and necessary expenses incurred by elected and appointed officials, employees, or volunteers of the City at educational workshops, conferences, training programs, official functions, hearings, or meetings, whether incurred within or outside the city limits, after attendance has been approved by the department head or City Administrator and is in the parameters of the Personnel Policy and the annual City budget. The reimbursement of expenditures shall be limited to:
  - a) Registration or tuition costs, fees, or charges.
  - b) Transportation as specified below.
  - c) Meals as specified in 9.30.
  - d) Lodging.

These expenses, ~~except for meals~~, will be reimbursable up to the federal per diem rates for the locality of travel. The per diem rates for the national and the state are available in both the Human Resources and Finance Departments.

Expense vouchers must be completed in order to be reimbursed.

2. Authorized expenditures shall not include any expenses incurred by spouse of an elected or appointed official, employee, or volunteer unless the spouse is also an elected or appointed official, employee, or volunteer of the City of Columbus and the expenses for the spouse are also preapproved.

#### **Sec. 9.10 Lodging.**

Except as otherwise provided herein, all hotel and motel reservations shall be made on a single-room basis only. Suites or similar accommodations shall not be used. When making reservations and at the time of registering, commercial or government rates, if available, shall be requested.

#### **Sec. 9.20 Transportation.**

For air travel, reservations shall be for coach class. If possible, an attempt should be made to arrange a commercial flight on a ~~"super saver" or other~~ "super saver" or other discounted basis. The employee will not be reimbursed for more than the actual cost of the flight ticket. Any special discount coupon or voucher received in connection with municipal trips for which the fare was paid or reimbursed by the City of Columbus, shall be returned to the City of Columbus for use, as applicable, in reducing cost of future trips paid or reimbursed by the City of Columbus.

Automobile transportation shall be arranged, whenever possible, to use City-owned vehicles. Personal vehicles may be used on City business only when there is no City vehicle available for the trip or when the use of a personal vehicle is approved by the department head.

If an employee elects to drive their personal vehicle when a City vehicle is available, the City will not reimburse mileage

Mileage for the required use of personal vehicles will be reimbursed at the rate specified Federal rate, as it may be amended from time to time, computed by the most direct highway route or an amount equal to the cost of regular, not discounted, coach air fare, whichever is less.

Rental cars shall be utilized on business trips only when transportation fares (taxi, bus, etc.) in that locale are less economical or pose a serious inconvenience. There shall not be more than one rental car for each four individuals on the same business trip. At all times an attempt shall be made to lease compact cars rather than larger sedans.

**Sec. 9.30 Meal Expense.**

Daily meal expenses incurred by an employee, Mayor, or City Council member in the process of performing duties for the City of Columbus are reimbursable with the following documentations:

1. Dates.
2. Amounts spent.
3. Business reason.
4. Names of persons or firms represented.
5. Name of city where meals occurred.

Reimbursement for alcoholic beverages is not allowed.

Employees may be reimbursed for meals incurred for only that employee's single meals. The employee shall be provided payment for individual meals based on ~~the following schedule of Federal rates.~~ Federal per diem rates.

<del>Breakfast.....</del>	<del>—</del>	<del>\$ 7.00</del>
<del>Lunch.....</del>	<del>—</del>	<del>\$11.00</del>
<del>Dinner.....</del>	<del>—</del>	<del>\$23.00</del>
	<del>—————</del>	<del>\$41.00</del>

~~The above schedule shall apply within the State of Nebraska. These amounts are based upon the meal allowances per the Federal Travel Regulations.~~ The City Finance Director will announce future meal price adjustments ~~to this schedule~~ as Federal Travel Regulations change.

When traveling out of state overnight, reimbursement will be made for all reasonable meal expenses provided receipts are presented for all meals ~~that exceed the above schedule but are below the federal per diem rates.~~

For payment of the meal on overnight trips, the following guidelines apply:

1. In order to be reimbursed for breakfast, the claimant must leave Columbus before 7 a.m.
2. In order to be reimbursed for dinner, the claimant must return to Columbus after 6 p.m.

The above policy does not include meals which are served as part of the seminar, conference, or meetings.

Reimbursement will be made for meals which are a part of a seminar, conference, approved meeting; however, reimbursement will not be made in the event an employee elects to obtain a meal elsewhere when the meal is included in the registration fee for a meeting or seminar.

#### **Sec. 9.40 Expense Reports.**

Expense reports should be submitted at least monthly and be in compliance with the policies of the City of Columbus. Expenses shall be shown on the dates incurred. Each expense report shall be approved by a designated supervisor. Such approval shall be given by the supervisor after being satisfied the expense is City related, they are reasonable expenses, and the necessary documentation and supporting data are included. The Finance Department will audit to determine if the necessary documentation and supporting data are a part of the expense report and all information is correctly reported.

Expense reports without adequate documentation will not be paid in full. Only the expense report items with proper documentation will be paid. Items with insufficient support shall be deleted for payment later, after the needed documentation or written explanation is obtained. Correspondence regarding requests for additional documentation and all responses will be attached to the original expense report or resubmitted expense report.

#### **Sec. 9.50 Receipts.**

Receipts for expenses should be obtained to support a reimbursement request. Loss of a meal receipt or two will not endanger reimbursement. Receipts are required for the following items before expense reimbursement will be allowed:

1. All lodging expenses.
2. Rental cars (actual copy of rental agreement).
3. Registration fees at meetings or seminars.

#### 4. Meals.

A receipt shall be the actual paid receipt received when paying for an expense incurred, a copy of a credit card charge, a copy of a customer receipt given to the employee by a firm providing services or goods to such employee, or a copy of a canceled check drawn payable to a specific payee. If a receipt covers a combination of personal and business expenses, the business items must be clearly identified.

There are a few items that do not require receipts, such as tips associated with meals (no more than ~~15%~~ 18% of meal cost), taxi, limousine, local bus fares, parking expense in the course of a business trip, and telephone calls of a business nature when not placed via a City of Columbus telephone.

## CHAPTER TEN

### RISK MANAGEMENT

The City has appointed a Risk Manager and Risk Management Committee. They are responsible for the Risk Management Program as described in Resolution ~~R90-20-20~~Resolution N0.0.R90-20. It is the intent of the City that this group of employees help the City make a good faith effort to maintain a safe working environment by establishing programs and policies which encourage safety in the work environment and to abide by applicable laws and regulations.

#### **Sec. 10.00 Risk Management Responsibilities.**

##### **Risk Manager**

The Risk Manager is responsible for the development, organization, coordination and implementation of safety programs and safety education. Responsibilities also include work-site inspections, hazard reduction and/or elimination and accident/injury investigation, reporting and management. Other assignments and responsibilities related to disaster response and risk management complete the role of the Risk Manager.

The Risk Manager will advise the City Administrator as well as department heads, supervisors and employees of unsafe conditions, problems related to accident prevention and recommendations for loss control. The Risk Manager will not fulfill obligations of department heads or supervisors relative to providing safe work environments, necessary equipment, training, or inspections in the interest of accident prevention.

##### **Department Head**

The department head is responsible for fulfillment of departmental goals and objectives as well as health and welfare of each employee in the department. In the adopted safety policy, the highest priority has been placed on employee safety which becomes the responsibility of the respective department head. It is normal practice for department heads to delegate the authority to carry out safety policy in their department, but the responsibility for meeting objectives and the protection of employees in performance of their assignments cannot be transferred.

##### **Supervisors**

Supervisors will assume the responsibility of thoroughly instructing their personnel in the safe practices to be observed in their work situations. They will consistently enforce safety standards and requirements to the utmost of their ability and authority. Supervisors will act positively to eliminate any potential hazards within the activities under their jurisdiction and they will set the example of good safety practice in all phases of their endeavors. The principal duties of supervisors in discharging responsibilities for safety are as follows:

1. Enforce all safety regulations in effect and make employees aware that violations of safety rules will not be tolerated.

2. Make sure all injuries are reported promptly and treated properly and all accidents or unusual incidents are reported (preferably on the same work day) even if injury is not apparent.
3. Conduct thorough investigations of all accidents or incidents and take necessary steps to prevent recurrence, if possible, through employee safety education, operating procedures, or modification of equipment, facilities, or environment.
4. Provide employees with adequate safety instructions regarding their duties prior to the employees actually starting to work.
5. Make sure regular safety checks, including a careful examination of all new and relocated equipment are accomplished before it is placed in operation.
6. Assure equipment is properly maintained and issue instruction for the elimination of fire and safety hazards.
7. Continuously inspect for unsafe practices and conditions and promptly undertake any necessary corrective actions.
8. Develop and administer an effective program of good housekeeping and maintain high standards of personal and operational cleanliness throughout all operations.
9. Provide safety equipment and protective devices for each job based on knowledge of applicable standards.
10. Conduct safety briefings at organizational meetings and encourage the use of employee safety suggestions.
11. Give full support to all safety procedures, activities, and programs.

### **Employee**

Each employee, as a part of the comprehensive City of Columbus Risk Management Program, is expected to place safe work practices and identification of unsafe conditions as the highest priority while performing daily tasks. Each employee's safety commitment must include, but is not limited to, the following:

1. Using the safety equipment which has been provided for use in performing daily work assignments.
2. Wearing the prescribed uniform and safety shoes as required.
3. Only operating equipment for which training or orientation has been received.
4. Warning co-workers of unsafe conditions or practices they are engaged in which could lead

to or cause an accident.

5. Reporting defective equipment immediately to their supervisor.
6. Reporting dangerous or unsafe conditions that exist in the work place as well as throughout the municipality. This would include defective sidewalks, broken curbs, hanging tree limbs, loose handrails, open manholes, sunken basins and sewers, missing or damaged traffic signs or signals.
7. The employee or if appropriate, the supervisor records all injuries, accidents or incidents immediately, completing the incident report, **preferably** on the same work day, regardless of severity. If due to severity of injury or illness the employee is unable to complete the form, ~~the employee should request their supervisor to help with the responsibility it is the supervisor's~~ **responsibility to complete the form.**
8. Record on an incident report form any unusual occurrences or incidents observed on the day they occur, as it may later pose a liability risk to the City, its workers, or the public.
9. Protection of unsafe conditions resulting from municipal work which could present a hazard to the public.
10. Taking care not to abuse tools and equipment so these items will be in usable condition for as long as possible, as well as to ensure that the tools and equipment are in the best possible operating condition while being used.
11. When required, the employee will maintain a commercial driver's license. The City will pay the amount of the license fee in excess of the cost of a normal driver's license fee.

#### **Sec. 10.04 Incident Reports.**

Incident Reports shall be filled out whenever a near injury, an accidental injury or exposure occurs including possible bloodborne pathogens. This report shall be sent to the City Clerks office as with all other incidents reports, normally within the same work day. These reports will be kept as a permanent part of the safety record.

#### **Sec. 10.05 The Cost of Accidents.**

Another area of major concern to supervisors is the cost of accidents. Many people fail to realize how much accidents really cost. Accidents are expensive in ways that are not obvious; therefore, attention to loss control can improve your department performance.

Accidents can cause obvious and direct costs, such as medical, hospital, rehabilitation expenses, worker's compensation payments, and higher insurance premiums or even loss of insurability. But there are other indirect costs that are less obvious, and usually uninsured. These include the various disruptions of normal work procedures, such as employees being witnesses or helping the injured, or even the reduction in production.

If the return on the investment is not sufficient, it may be necessary to defer the procurement of new equipment and facilities. Insurance covers only a portion of the total accident cost and as accident loss experience increases, so will a company's insurance premiums. It is clear that directly and indirectly, accidents reduce the funds available for salaries, employee benefits, new equipment, etc. Actually, the total cost of accidents is greater than many of us realize.

**Items in Indirect Cost:**

1. Time lost by others.
2. Cost of hiring and training a replacement.
3. Lost efficiency.
4. Overtime premium.
5. Cost to investigate the accident.
6. Report time.
7. Tools/equipment damage.
8. Lost equipment utilization.
9. Lost production time.

All of these reduce efficiency and represent another cost. There are many hidden costs due to accidents. Conversely there are hidden savings in accident prevention, which is the reason the phrase "Loss Control" is often used. Every accident you prevent saves direct-indirect accident costs and this money will remain in money available for wages and city services.

Other benefits of accident prevention efforts include:

1. People will not be injured or killed.
2. Property and materials will not be destroyed.
3. Production will flow more smoothly.
4. You will have more time for the other major parts of your job.

All employees will include "Loss Control" as a regular part of their job and expect to have this part of performance measured. Employees are expected to perform periodic safety inspections of the work areas for which they are responsible.

Safety and housekeeping inspections, and the problems you discover, are important but what you do about them is more important. If a problem can be rectified by your department, work to complete the appropriate task as soon as possible so the problem can be solved. Be sure to follow up, as needed, to see that the job is done. You may even find it necessary to have your supervisor help expedite the work by getting help from other departments. Completing an Incident Report provides a written record as a basis for determining the best way to solve hazards that are observed in your city department or another department.

## **Sec. 10.10                    Driving Rules and Regulations.**

All drivers of municipal vehicles, and those using their personal vehicles in pursuit of municipal business, will comply with all applicable laws of the state as well as any additional regulations of the municipality. Emergency vehicles under pressing emergency situations are exempted from the usual motor vehicle laws and rules but are required to exercise due caution and care in travel.

### **Parking**

1. Municipal vehicles are not to park in "NO PARKING" zones except in emergency situations or in required performance of official duties. At those times a vehicle is parked in a "NO PARKING" zone, emergency blinkers will be turned on.
2. All municipal vehicles should be locked when not in use at a remote location.
3. Before initial use of any vehicle each day, the driver will walk around and inspect the vehicle for damage, inoperable lights, loose hardware, underinflated tires, or any other condition which may create an unsafe situation.
4. Any deficiency encountered will be reported to their supervisor immediately. It will be the supervisor's responsibility to ensure that appropriate action is taken to correct the problem.

### **Equipment**

1. All employees will wear seat belts as required by state law.
2. Portable or detachable doors may not be removed from vehicles unless:
  - a) It is a necessity in order to perform the job.
  - b) Mirrors remain usable when the doors are off. Similarly, vehicle doors are not to be tied open.
3. Turn signals will be utilized by all drivers at all times in ample time to warn oncoming or following vehicles of their intent.
4. Drivers will ensure windows, headlights, taillights, and windshield wipers are clean and operational at all times.

5. Tailgates will be up and locked when vehicles so equipped are in motion. If a vehicle's function requires that the tailgate remain in the open position, red flags will be attached to the materials being carried if they meet or exceed the length specified by State Law. (State Law requires flags on anything that extends over 4 feet from the taillight).
6. In any case, the driver of the vehicle is responsible to see that all necessary conditions are met on the vehicle before the driver operates it.
7. If the vehicle does not have a tailgate, but is loaded, the driver of the vehicle will ensure the load is secure on the truck and that overhangs are properly marked in accordance with applicable state and local laws.

### **Special Equipment**

1. Special equipment such as tractors, hi-lifts, high rangers, graders, plows, cranes, or any unit which has special devices added for specific types of work will require formal instruction prior to use by a driver. This special training will include the following:
  - a) Explanation and demonstration of all control devices.
  - b) Explanation and demonstration of all safety equipment.
  - c) Knowledge of maintenance items such as fuel, water, oil and other minimum operating needs of the unit.
  - d) Demonstration of operation.
  - e) New driver operation under supervision with testing.
  - f) Instruction in driving to and from, or on and off a trailer, parking procedures and method for securing.
2. Passengers will ride only in seats so designed for passengers on special equipment.
3. Triangular, orange-colored slow moving vehicle signs will be required to be displayed as per state law and, if sign is deployed, said vehicle will not exceed 25 mph.

### **General.**

1. Backing up vehicles without a clear view of the area back of the rear end will be done only with the assistance of a guide. If a second person is in the vehicle, that person will get out and guide the vehicle back using the appropriate hand signal and voice signal. If the driver is alone, the driver will get out of the vehicle and inspect the area behind the vehicle before backing. Again, strict caution is to be observed.

2. Riding on the sides, toolboxes, tailgates, or roof of any truck is prohibited. Further, standing in the back of any truck is not permitted. ~~except while picking up garbage within the City Parks.~~
3. Drivers will carry their state driver's license at all times. Loss of driving privileges may result in full-time drivers being temporarily reclassified **if a position is available** until such time as their driving privileges are reinstated or a temporary restricted permit is issued.
4. Employees who operate a City vehicle as a part of their job are required to report any suspension or revocation of their license to their supervisor who will in turn determine the future responsibilities of the employee. Failure of an employee to report a change in license status will result in disciplinary action.
5. Riding on running boards of trucks is strictly prohibited.
6. Except in authorized emergencies, posted speed limits will be strictly adhered.
7. Drivers should direct their full attention to driving. Inspections of streets, trees, signs, etc. may be made by a second person, other than the driver, wherever possible.
8. During periods of limited visibility, vehicle headlights will be turned on.
9. Trailers are to be fastened securely to hitches. Safety pins in pintle locks will be used. Safety chains will be crossed under the hitch and securely fastened before moving the vehicle.
10. All items to be transported either in a truck or trailer, which may move around during transport, will be secured.
11. No more than three (3) persons will ride in the front seat of any vehicle. Where only two single seats exist, there is to be only one rider per seat.

These rules may be updated periodically and may be amended as necessary.

**Sec. 10.15                    Procedures for Reporting Accidents and/or  
   Breakdowns of Municipal Vehicles.**

In the event an operator of a municipal vehicle is involved in an accident, the municipal Police Department should be called to the scene and required to prepare a report. If the accident should take place in another jurisdiction, the law enforcement agency of that jurisdiction should be called to the scene to make a report. The operator of the municipal vehicle involved in the accident should provide all the necessary identification and insurance information to the other party involved.

If a municipal vehicle is disabled as the result of an accident, or if a municipal vehicle breaks down and becomes inoperable, it shall be reported in accordance with department policy. When employees are covered by D.O.T. regulations, these federal policies should be obeyed, including steps for mandated drug testing.

Operators of municipal vehicles should be sure whenever a serious incident occurs, whether a breakdown, traffic accident, or vandalism, the responsible municipal department head should be immediately notified and an Accident Report be completed by the operator. Copies of all Accident Reports will be sent to the City Clerk's office, preferably during the same work shift.

**Sec. 10.20                    Safety Equipment.**

It is the municipality's intent to provide all necessary personal protective equipment required in performing routine operations. Protective equipment is provided to employees on an "as needed" basis. Each division sets protective equipment requirements depending on the activities of the jobs performed.

Requests for equipment not immediately available should be directed to the responsible supervisor. Failure to use available and required personal protective equipment is the employee's responsibility and ignoring this requirement can lead to the employee being subject to disciplinary action.

**Additional Safety Equipment**

Other protective equipment is provided in order to protect employees from unnecessary exposures. This includes barricades, cones, warning signs, warning lights, and many other specialty items. Consult with a supervisor or the Risk Manager for more information.

When working with power take-off shafts or chipping machines, no loose clothing should be worn. Reflective vests or cross straps are not required.

**Sec. 10.25                    Training.**

Each department has the responsibility of providing on-the-job training to each employee on the topics which will enable the employee to do their job safely and efficiently. This training shall include:

1.        Orientation of departmental and overall municipal safety and health rules.
2.        Procedure for reporting on-the-job injuries or unusual incidents.
3.        Procedures for processing hospital/medical bills related to job-related injuries.
4.        Worker's Compensation claims process.
5.        Requirements for use of vehicles.
6.        Reporting of unsafe conditions.

In addition, specialized training must be offered in the use of tools and equipment in order to maximize the capabilities of the equipment as well as to prolong its usable life and to prevent

accidents.

All employees are expected to request instructions in those tasks or for any equipment with which they are not familiar.

**Sec. 10.30            Hard Hats.**

Hard hats will be worn by municipal personnel when involved in the following situations:

1.     Present, for any reason, on construction sites where hard hat signs are posted.
2.     In locations damaged by disaster, fire, flood or other cause which could result in structural damage or falling material.
3.     Persons working near high-voltage electrical hazards.
4.     All supervisors involved in the above-types of work.

**Sec. 10.35            Operations in the Public Way.**

Whenever operations are taking place in streets, parkways, sidewalks, or other places where citizens, as well as employees, may be endangered, the supervisor or crew leader on the work site is as responsible for the safety of the public in this type of operation as for getting the job done. The supervisor must spend ample time before, during, and after the work to protect employees and the public from the hazards created by this work. The following procedures are to be followed:

1.     If street construction or repair work is to be done, preparations will be made to assure vehicle and pedestrian safety before such work is allowed to begin.
2.     If traffic is affected by the operation, proper signing must be used to warn in advance of the work area. Traffic control signs, in and around the affected area, are to be correctly placed and maintained through the period when work is being performed and traffic obstructions exist.
3.     Where barricades and signs are used overnight, supervisors will examine the work area for proper placement at the end of the workday.
4.     Lighted barricades will be used whenever possible for overnight protection.
5.     Where traffic must be periodically stopped or obstructed by workers or equipment in the traveled portion of a roadway, protective cones will be stationed.
6.     All City employees in or near the roadway will wear regulation safety green clothing, vests, or cross straps on their clothing while at the work site.
7.     If a construction site is barricaded where no traffic can pass into the work area, vests need not

be worn.

8. Flagmen will be used to slow or direct traffic where the approach to the work area does not provide adequate visibility to drivers.
9. In any case where streets are significantly obstructed or closed for any period of time, the Police Department and Fire Department will be notified of the situation and told approximately how long the closure will be in effect. Police and Fire operations may vary significantly due to the nature of the services they provide.

### **Pedestrian Safety**

1. If pedestrian traffic is impeded by official municipal barricades, then restrictive tape, rope, or other restraint will be used to keep the public from the work site.
2. If pedestrian traffic must be routed off sidewalks and into the street, then protection will be provided by cones, barricades, and signs to guard from vehicular traffic.
3. Holes in the sidewalk or parkway which must be left open will be covered whenever possible along with perimeter protection. Every possible means of preventing accidental entry into the hole should be used. Keep in mind that darkness and snow can complicate this situation.
4. Where an unusual situation exists which cannot be easily resolved, or when personal injury or damage to equipment or property occurs as a result of operations, contact the responsible supervisor and the Risk Manager immediately.

### **Sec. 10.40 Office Safety.**

Office work is more dangerous than is commonly supposed and many accidents occur during ordinary office routine.

1. Every employee shall be responsible to see that their own desk and work area is clean and orderly. Pick up items such as pencils or paper clips that are strewn around. Good housekeeping is the key to a safe office environment.
2. Keep an eye open for loose or threadbare floor coverings.
3. Be extra cautious when you come up to a door that can be opened in your direction. Take it easy when pushing open such a door and slow down when coming to a "blind" corner.
4. Haste when walking between desks can result in bruises and falls. Keep electrical cords out of aisles.
5. All file, desk, and table drawers shall be kept closed when not in use. As soon as you leave them, close them. Never open more than one file drawer at a time.

6. Overloading the top drawer of unsecured file cabinets has caused many an injury. If unfamiliar with file cabinets, test the drawers and be careful not to pull them out to full extension. There may be no locking device on inexpensive or older models.
7. Office tables, desks, and chairs must be maintained in good condition and free from sharp corners, projecting edges, wobbly legs, etc.
8. Tilting chairs can be hazardous when improperly used. Care should be taken to assure that they are in good working condition.
9. Never use chairs, desks, or other office furniture as a makeshift ladder. Always use a stepladder. Don't overreach and lose your balance.
10. Message spindles can all too frequently cause puncture wounds to hands and arms. When used, the point shall be protected by a suitable blunt cover or, preferably, the point should be bent to a horizontal angle.
11. Keep the blades of paper cutters closed when not in use.
12. Scissors, paper cutters, and similar office devices can easily cause minor, but painful injuries. Report such injuries at once and take precautions to avoid infection.
13. Keep your hands clear of electric typewriter carriages.
14. Paper cuts hurt. Use a sponge or wetting devices for envelopes. Use rubber finger guards when working with stacks of paper.
15. Keep paper clips, thumb tacks, and pins in a place where they can't injure you. Keep razor blades and "exacto" blades covered; even a little scratch can get infected.
16. Be sure all electrical equipment is grounded and the cord is in good condition. If a machine gives you a shock or starts smoking, unplug it and report the defective device immediately to the supervisor.

#### **Sec. 10.45            Ladders and Scaffolding.**

Mishaps involving electricity and falls from high places result in the two most critical types of injuries involving ladders and scaffolding. Other hazards include: splinters, slivers, and slips which can cause sprains, strains, bruises, and abrasions.

The following safety procedures will prevent accidents and possible injury:

#### **Ladders**

1. Metal ladders shall not be used in the vicinity of electrical circuits.
2. Periodically inspect wooden ladders. They shrink over a period of time. In a stepladder, this may cause steps or back bar members to become loose. Hold the rods beneath the steps with pliers and tighten the nut at the end with a wrench to maintain strength and keep the ladder steady.
3. Wooden ladders or scaffold planks should not be painted because defects may be covered up. Use a good grade of spar varnish or a mixture of linseed oil and turpentine to preserve the wood.
4. Nonskid feet should be used on all straight and extension ladders.
5. When properly placed, the feet of the ladder should be about one-fourth as long as the vertical (i.e., if the ladder is leaned against a wall eight feet high, the feet should be set two feet from the wall.)
6. When using a straight ladder, it should be long enough to extend at least three rungs above the level to which the user is climbing. Step ladders must not be used in lieu of straight ladders. They are not designed for this purpose.
7. If the feet of a straight ladder are to rest on an unsecured surface, secure the ladder in position by the use of hooks, ropes, spikes, cleats or other anti-slip devices or by stationing an employee at the base of the ladder to hold it in position during use.
8. Never stand on the top step of a step ladder.
9. Only one person shall be on a ladder at a time.
10. Never carry articles in hand while climbing. Use a hand line to raise and lower tools and materials or suspend them suitably in a tool belt.
11. Always face a ladder when ascending or descending and always use both hands.
12. Clean muddy or slippery shoes before beginning to climb the ladder.
13. Keep the rungs clean and free of grease, oil, and caked-on dirt.
14. If it is necessary to place a ladder near a door or where there is potential foot traffic, set up warning signals or take other precautions to prevent accidental contact which might upset the ladder.

## **Scaffolding**

1. Proper supervision is required to erect scaffolding.
2. Planks and other material used in building scaffolding must be sound and free from knots. Keep planks in good condition. Never paint the planks.
3. Planking should be adequately cleated; scaffolding used for work over 10 feet off the ground should have toe boards, mid-rails and handrails.
4. Tools left on top of the scaffolding can easily fall to the ground and injure a passerby. Keep tools in a bucket or box lashed to the scaffolding.

#### **Sec. 10.50 Use of Head Sets or Earbuds.**

As a general policy, the employee use of personal headsets or earbuds, while operating machinery will not be permitted. Hearing protection devices will be provided as needed.

#### **Sec. 10.55 Working in Cold and Hot Weather.**

This should serve as a guideline for assessing whether or not non-vital services should continue to be performed during periods of extremely cold or hot weather. While this information may not be relevant to all municipal departments, the data provides good personal information and should be shared with employees for their use.

Wind chill factors were developed by the military to determine the effects of combining wind and temperature as they affect exposed skin surfaces. Wind chill effect does not cause liquids to freeze when the air temperature is above the freezing point. However, when the air temperature is below freezing, wind effect will speed up the freezing process.

The National Weather Service has devised the "Heat Index", which is an accurate measure of how hot it really feels when relative humidity is added to the actual air temperature. ~~A Wind Chill index and Heat Index chart are inserted in the back of the personnel manual.~~

There are going to be situations where no condition of weather will force work to be stopped. These situations include police and fire service, sanitation services, and emergency responses by any personnel to situations which arise as a result of this severe weather. Bear in mind, however, that nonessential services within emergency response departments should be considered for curtailment during extreme temperature or wind chill periods. The procedure for evaluation of particular jobs will be as follows:

1. Assess the necessity of performing the particular task at the time.
2. Assuming the task must be done, determine if the employees are properly dressed and protected from the elements.
3. Determine what method the employee will have available to get warm or cool periodically while the task is being performed.

4. Consult a Wind Chill Chart and determine the wind chill equivalent. If the chill factor is in the "Danger" zone, special clothing is required and protection from the effects of the chill must be considered and used. Likewise, check with the National Weather Service to determine the heat index.
5. If the chill factor is in the "Great Danger" zone, or the heat index is at an extremely "High" level, only life and health safety tasks will be considered.
6. In the "Danger" zone, certain tasks may be impossible due to wind or temperature alone. However, the general policy for non-life safety tasks will be that cold weather considerations will be implemented anytime the reported wind chill falls below -25 degrees or the heat index is above 130 degrees.
7. Individual municipal departments may establish separate conditions, based on wind chill or heat index factors as they affect specific tasks.
8. Any questions or circumstances that arise regarding this policy should be directed to the Risk Manager.

#### **Sec. 10.60 Hazardous Communications Policy.**

The City of Columbus wants employees to be able to work safely and effectively on their jobs.

As a part of this goal, the City wants employees in each department to know the chemical products in their department and how to best work with these chemicals. Each department should assemble an information file on those chemicals used, and especially those chemicals that might be designated as hazardous. Each department should also make sure the chemicals in their department remain properly labeled.

These records will be reviewed at least annually by our insurance company Loss Control Specialist and/or a Risk Management team member and then reported annually at the first Risk Management meeting of the year.

Whenever employees are using a chemical agent for the first time, they should review their proposed handling of the product with their supervisor to assure proper procedures will be followed.

As new chemicals are added to a department's inventory, the department should obtain information (~~Material~~ Safety Data Sheets) from its supplier and make sure the new product has complete labeling on each storage container. If the ~~MSDS~~ SDS sheet requires protective equipment for safe handling, each department is to have the necessary equipment available.

Should an accident or unusual reaction occur with a department chemical, report it to your supervisor and complete an Accident/Incident Report.

A supplementary publication, "**Hazards in the Workplace: YOUR RIGHT TO KNOW**" booklet,

is available in each department to help employees learn how labels and **M**SDS information can help them to work with knowledge and sensitivity.

### **Sec. 10.65 Bloodborne Pathogen Policy.**

The purpose of the Bloodborne Pathogen Policy is to limit occupational exposure to blood and other potentially infectious materials. This policy will provide a review on infection control. It is the City's intent, as far as is possible, and within the scope of current knowledge, to protect all concerned parties from accidental exposure to the viruses that cause Hepatitis B, Acquired Immune Deficiency Syndrome (AIDS) and other blood communicable diseases.

#### **Infectious Materials**

1. Blood products (plasma).
2. Vaginal secretions.
3. Fluids surrounding the spine, brain, heart, lungs, abdomen and joints.
4. Amniotic fluid.
5. Semen.
6. Any other body fluid containing visible blood.
7. Body tissue.

Hepatitis B virus attacks the liver and is the major infectious bloodborne hazard faced on the job.

HIV attacks the immune system, making the body less able to fight off infections, causing the disease known as AIDS.

#### **Universal Barrier Precautions**

These devices and procedures should be used by anyone coming in contact with blood or bodily fluids, whether it be direct contact, splashing, clothing exposure, or working with medical instruments.

1. Waterproof gloves should be worn when handling items soiled with blood, body fluids, tissues or equipment contaminated with blood or other body fluids.
2. Waterproof gowns or plastic aprons shall be worn when performing procedures that may bring contact with body fluids.
3. Hands shall be washed thoroughly and immediately if they accidentally become contaminated with blood or potentially infective body fluids. Hands should be washed even when gloves

have been used.

4. Masks and/or protective eyewear should be worn if aerosolization or splattering is likely.
5. Contaminated materials should be double bagged and marked as containing biohazardous material and then transported to the Fire Department for disposal

### **Clean Up**

When an area is possibly contaminated by blood or body fluid containing blood such as emesis, care should be taken to sop up the liquid with paper toweling (using universal precautions). The area should then be cleaned with a disinfectant such as clorox (one part clorox to ten parts water). Secondary cleaning may then be conducted as needed. Double bag and tag all such sopped materials.

### **Hepatitis Vaccination**

For employees who are expected to come in contact with blood and body fluids containing blood, as a part of their job duties, vaccinations for Hepatitis B may be required at City expense. The determination of which employees fit this category is decided on a department by department basis.

### **Workplace Infections**

People infected with a bloodborne pathogen like AIDS or Hepatitis can sometimes appear to be in good health. Therefore it is better to assume blood or blood-contained body fluids are infected than to act carelessly.

Fortunately, AIDS and Hepatitis B aren't spread through the air like cold or flu germs. You won't get either disease from working alongside someone who is infected or from casual contact.

You can become infected at work by:

1. Accidentally cutting yourself with a sharp object that is contaminated with infected blood or body fluids.
2. Getting infected blood or body fluids on your skin, especially if your skin has open sores, nicks or cuts.
3. Getting contaminated blood or body fluids in the mucous membranes of your eyes, nose or mouth.

Normally, your skin acts as a protective barrier to keep viruses out. But even tiny breaks or cracks in the skin from common conditions like dermatitis, acne, chapping and broken cuticles can be doorways for these bloodborne viruses to enter your body. More restrictive or less restrictive guidelines may be adopted within specific departments to accommodate unique work situations.

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**15. ORDINANCES ON SECOND READING**

- A. Ordinance No. 20-04 approving Text Amendments to Article 13 of Zoning Code.

**ORDINANCE NO. 20-04**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO REVISE AND AMEND THE LAND DEVELOPMENT ORDINANCE, ZONING CHAPTER, ADOPTED BY ORDINANCE 96-08 ON MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997 AS THE OFFICIAL ZONING CODE OF THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17 IN ORDER TO ADOPT STATUTORY CHANGES MADE BY THE LEGISLATURE SO AS TO BRING ARTICLE 13 INTO CONFORMANCE WITH STATE LAW, AS FOLLOWS: TO AMEND ARTICLE 13, WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE, TO LABEL IT PART A OF SAID ARTICLE 13, TO CORRECT VARIOUS REFERENCES IN SAID ARTICLE FROM "CHAPTER" TO "ARTICLE"; TO ADD AN EXCEPTION FOR PUBLIC RIGHT-OF-WAY; TO DEFINE RIGHT-OF-WAY; TO PROVIDE THAT THE PROVISIONS OF THE SMALL WIRELESS FACILITIES DEPLOYMENT ACT ADOPTED BY THE NEBRASKA LEGISLATURE AND APPROVED BY THE GOVERNOR MAY 17, 2019, NEB. REV. STAT. SECTION 86-1201 TO SECTION 86-1244 SHALL GOVERN PUBLIC RIGHT OF WAY; TO ADD PART B TO SAID ARTICLE ENTITLED "SMALL WIRELESS FACILITIES IN THE "RIGHT-OF-WAY"; PROVIDING DEFINITIONS; PROVIDING THE PURPOSE AND SCOPE OF SAID ARTICLE; TO PROVIDE FOR PERMITS TO OCCUPY THE RIGHT-OF-WAY; FEES, TAXES, AESTHETIC AND DESIGN STANDARDS, INDEPENDENT TECHNICAL AND LEGAL REVIEWS AND RELIEF PROVISIONS; TO REPEAL ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH, TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM AS AUTHORIZED BY SECTION 16-405 OF NEBRASKA REVISED STATUTES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA:

**Section 1.** That the City of Columbus, Nebraska under Ordinance No. 96-08 adopted the Land Development Ordinance for the City of Columbus, Zoning Chapter, having been approved March 18, 1996, and adopted August 4, 1997, as the official zoning code of the City of Columbus by Ordinance No. 97-17.

**Section 2.** That it is necessary for the City of Columbus to amend Article 13 of the Zoning Chapter so as to conform with the Small Wireless Facilities Deployment Act adopted by the Nebraska Legislature which became law effective September 1, 2019.

**Section 3.** That Article 13, Wireless Telecommunications Facilities Siting Ordinance, Section 13-4 is hereby revised to add the following definition to-wit:

"Right-of-Way" means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility easement, or similar property, but not including a freeway as defined in Neb. Rev. Stat. Section 39-1302, the National System of Interstate and Defense Highways, or a private easement. Said definition shall appear as paragraph "W" in Section 13-4.

**Section 4.** That Article 13, Wireless Telecommunications Facilities Siting Ordinance, Section 13-7, is hereby revised to add the following exception, to-wit: (F) Small Wireless Facilities located in public right of way. Said public right of way shall be deemed governed by the provisions of Neb. Rev. Stat. Section 86-1201 to Section 86-1244 known as the Small Wireless Facilities Deployment Act, and by Article 15 of this Land Development Ordinance.

**Section 5.** That Article 13, Wireless Telecommunications Facilities Siting Ordinance, is hereby amended to correct various references in said Article from “Chapter” to “Article” to correct discrepancies and to integrate Article 13 with the provisions of Article 13, Part B, which will be adopted simultaneously with this Ordinance.

**Section 6.** That Article 13, Part A, is hereby adopted as Article 13, Part A, and amended as follows:

## **13 ARTICLE THIRTEEN**

### **PART A - WIRELESS TELECOMMUNICATIONS FACILITIES SITING ORDINANCE**

#### **13-1 Purpose and Legislative Intent**

The Telecommunications Act of 1996 affirmed the City of Columbus’ authority concerning the placement, construction and modification of Wireless Telecommunications Facilities. The City of Columbus, Nebraska finds that Wireless Telecommunications Facilities may pose significant concerns to the health, safety, public welfare, character and environment of the City and its inhabitants. The City also recognizes that facilitating the development of wireless service technology can be an economic development asset to the City and of significant benefit to the City and its residents. In order to insure that the placement, construction or modification of Wireless Telecommunications Facilities is consistent with the City’s land use policies, the City is adopting a Wireless Telecommunications Facilities application and permit process. The intent of this Ordinance is to minimize impact of Wireless Telecommunications Facilities, establish a fair and efficient process for review and approval of applications, assure an integrated, comprehensive review of environmental impacts of such facilities, and protect the health, safety and welfare of the City of Columbus, Nebraska.

#### **13-2 Title**

Article 13, Part A, shall be known and cited as the Wireless Telecommunications Facilities Siting Ordinance for the City of Columbus, Nebraska, and herein referred to as Article 13, Part A.

#### **13-3 Severability**

If any word, phrase, sentence, part, section, subsection, or other portion of this Article 13, Part A, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed Application thereof, shall be severable, and the remaining provisions of Article 13, Part A, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

Any Special Use Permit issued for Wireless Telecommunications Facilities shall follow the Special

Use Permit Rules and Procedures under Article 12.

### 13-4 Definitions

For purposes of Article 13, Part A, and where not inconsistent with the context of a particular section, the defined terms, phrases, words, abbreviations, and their derivations shall have the meaning given in this section. When not inconsistent with the context, words in the present tense include the future tense, words used in the plural number include words in the singular number and words in the singular number include the plural number. The word “shall” is always mandatory, and not merely directory.

- A) “**Accessory Facility**” or “**Structure**” means an accessory facility or structure serving or being used in conjunction with Wireless Telecommunications Facilities, and located on the same property or lot as the Wireless Telecommunications Facilities, including but not limited to, utility or transmission equipment storage sheds or cabinets.
- B) “**Applicant**” means any Wireless service provider submitting an Application for a Special Use Permit for Wireless Telecommunications Facilities.
- C) “**Application**” means all necessary and appropriate documentation that an Applicant submits in order to receive a Special Use Permit for Wireless Telecommunications Facilities.
- D) “**Antenna**” means a system of electrical conductors that transmit or receive electromagnetic waves or radio frequency or other wireless signals.
- E) “**Certificate of Compliance**” means the certification from the City or the City’s consultant that confirms the project was constructed and is in compliance with the conditions of the permit.
- F) “**Collocation**” means the use of an existing Tower or structure to support Antennae for the provision of wireless services. A replacement tower that is constructed on the same site as an existing tower will be considered a co-location as long as the new tower is no taller than the old tower and that the old tower is removed in a reasonable short time frame after the new tower is constructed.
- G) “**Commercial Impracticability**” or “**Commercially Impracticable**” means the inability to perform an act on terms that are reasonable in commerce; the cause or occurrence of which could not have been reasonably anticipated or foreseen and that jeopardizes the financial efficacy of the project. The inability to achieve a satisfactory financial return on investment or profit, standing alone, shall not deem a situation to be “commercially impracticable” and shall not render an act or the terms of an agreement “commercially impracticable”.
- H) “**Completed Application**” means an Application that contains all information and/or data necessary to enable an informed decision to be made with respect to an Application.
- I) “**Council**” or “**City Council**” means the City Council of the City of Columbus, Nebraska.

- J) **“Distributed Antenna System or DAS”** means a network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area or structure.
- K) **“Eligibility Facility”** means a facility as defined in FCC 14-153.
- L) **“Eligible Facility Permit”** means the official zoning permit approved and issued by the Community Development Director for application which meets the definition of an eligible facility.
- M) **“FAA”** means the Federal Aviation Administration, or its duly designated and authorized successor agency.
- N) **“FCC”** means the Federal Communications Commission, or its duly designated and authorized successor agency.
- O) **“Height”** means, when referring to a Tower or structure, the distance measured from the pre-existing grade level to the highest point on the Tower or structure, even if said highest point is an Antenna or lightening protection device.
- P) **“Modification”** or **“Modify”** means the addition, removal or change of any of the physical and visually discernable components or aspects of a wireless facility, such as antennas, cabling, equipment shelters, landscaping, fencing, utility feeds, changing the color or materials of any visually discernable components, vehicular access, parking and/or an upgrade or change out of equipment for better or more modern equipment. Adding a new wireless carrier or service provider to a Telecommunications Tower or Telecommunications Site as a co-location is a modification. A Modification shall not include the replacement of any components of a wireless facility where the replacement is identical to the component being replaced or for any matters that involve the normal repair and maintenance of a wireless facility without adding, removing or changing anything.
- Q) **“NIER”** means Non-Ionizing Electromagnetic Radiation.
- R) **“Person”** means any individual, corporation, estate, trust, partnership, joint stock Company, association of two (2) or more persons having a joint common interest, or any other entity.
- S) **“Personal Wireless Facility”** See definition for ‘Wireless Telecommunications Facilities’.
- T) **“Personal Wireless Services”** or **“PWS”** or **“Personal Telecommunications Service”** or **“PTS”** shall have the same meaning as defined and used in the 1996 Telecommunications Act.
- U) **“Planning Commission”** means the Planning Commission for the City of Columbus.
- V) **“Repairs and Maintenance”** means the replacement of any components of a wireless facility where the replacement is identical to the component being replaced or for any matters that involve the normal repair and maintenance of a wireless facility without the addition, removal or change of any of the physical or visually discernable components or aspects of a wireless facility that will add to the visible appearance of the facility as originally permitted.

W) “**Right-of-Way**” means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility easement, or similar property, but not including a freeway as defined in Neb. Rev. Stat. Section 39-1302, the National System of Interstate and Defense Highways, or a private Easement.

X) “**Small Cell**” means sites that are shorter standalone (self-sufficient) wireless facilities that generally do not extend above tree line.

Y) “**Specialized Mobile Radio**” or “**SMR**” means an analogue or digital trunked two-way radio system, operated by a service in the VHF, 220, UHF, 700,800 or 900 MHz bands.

Z) “**State**” means the State of Nebraska.

AA)“**Stealth**” or “**Stealth Technology**” means to minimize adverse aesthetic and visual impacts on the land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities, which shall mean using the least visually and physically intrusive facility that is not technologically or Commercially Impracticable under the facts and circumstances.

BB)“**Telecommunications**” means the transmission and/or reception of audio, video, data, and other information by wire, radio frequency, light, and other electronic or electromagnetic systems.

CC) “**Telecommunications Site**” See definition for Wireless Telecommunications Facilities.

DD) “**Telecommunications Structure**” means a structure used in the provision of services described in the definition of ‘Wireless Telecommunications Facilities’.

EE) “**Temporary**” means temporary in relation to all aspects and components of Article 13, Part A, something intended to, or that does not exist for more than ninety (90) days.

FF) “**Tower**” means any structure designed primarily to support an antenna for receiving and/or transmitting a wireless signal.

GG) “**Wireless Telecommunications Facilities**” or “**WTF**” means and includes a “**Telecommunications Site**” and “**Personal Wireless Facility**”. It means a structure, facility or location designed, or intended to be used as, or used to support Antennas or other transmitting or receiving devices. This includes without limit, Towers of all types and kinds and structures, including, but not limited to buildings, church steeples, silos, water towers, signs or other structures that can be used as a support structure for Antennas or the functional equivalent of such. It further includes all related facilities and equipment such as cabling, equipment shelters and other structures associated with the site. It is a structure and facility intended for transmitting and/or receiving radio, television, cellular, SMR, paging, 911, Personal Communications Services (PCS), commercial satellite services, microwave services and any commercial wireless telecommunication service not licensed by the FCC.

### **13-5 Overall Policy and Desired Goals for Eligible Facility and Special Use Permits for Wireless Telecommunications Facilities**

In order to ensure that the placement, construction, and modification of Wireless Telecommunications Facilities protects the City’s health, safety, public welfare, environmental

features, the nature and character of the community and neighborhood and other aspects of the quality of life specifically listed elsewhere in Article 13, Part A, the City hereby adopts an overall policy with respect to an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities for the express purpose of achieving the following goals:

- A) Requiring an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities for any new, co-location or modification of a Wireless Telecommunications Facility.
- B) Implementing an Application process for person(s) seeking an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities.
- C) Establishing a policy for examining an application for and issuing an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities that is both fair and consistent.
- D) Promoting and encouraging, wherever possible, the sharing and/or co-location of Wireless Telecommunications Facilities among service providers.
- E) Promoting and encouraging, wherever possible, the placement, height and quantity of Wireless Telecommunications Facilities in such a manner, including but not limited to the use of stealth technology, to minimize adverse aesthetic and visual impacts on the land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities, which shall mean using the least visually and physically intrusive facility that is not technologically or Commercially Impracticable under the facts and circumstances.
- F) That in granting an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities, the City has found that the facility shall be the most appropriate site as regards being the least visually intrusive among those available in the City.

### **13-6 Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities Required; Exceptions**

- A) Except as otherwise provided by Article 13, Part A, no Person shall be permitted to site, place, build, construct, modify or prepare any site for the placement or use of, Wireless Telecommunications Facilities as of January 2, 2018, without having first obtained either an Eligible Facility Permit or a Special Use Permit for Wireless Telecommunications Facilities prior to the application for a building permit. Notwithstanding anything to the contrary in this section, no Permits for Wireless Telecommunications Facilities shall be required for those non-commercial exclusions noted in Section 13-7.
- B) All legally permitted Wireless Telecommunications Facilities, constructed as permitted, existing on or before January 2, 2018, shall be allowed to continue as they existed, provided however, that any visible modification of an existing Wireless Telecommunications Facility will require the complete facility and any new installation to comply with this Article 13, Part A.

- C) Any Repair and Maintenance of a Wireless Telecommunications Facilities does not require an Application for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities.

### **13-7 Exclusions**

The following shall be exempt from Article 13, Part A:

- A) The City's fire, police, department of transportation or other public service facilities owned and operated by the local government.
- B) Any facilities expressly exempt from the City's siting, building and permitting authority.
- C) Over-the-Air reception Devices including the reception antennas for direct broadcast satellites (DBS), multichannel multipoint distribution (wireless cable) providers (MMDS), television broadcast stations (TVBS) and other customer-end antennas that receive and transmit fixed wireless signals that are primarily used for reception.
- D) Facilities exclusively for private, non-commercial radio and television reception and private citizen's bands, licensed amateur radio and other similar non-commercial Telecommunications.
- E) Facilities used exclusively for providing unlicensed spread spectrum technology i.e. Bluetooth or a 'Hot Spot', where the facility does not require a new tower, where the service is not to be used for commercial purposes, where there is no fee or charge for the use of the service and where the service is intended to be useable for less than 200'.
- F) Small Wireless Facilities located in a right-of-way. Said right-of-way shall be deemed governed by the provisions of Neb. Rev. Stat. Section 86-1201 to Section 86-1244 known as the Small Wireless Facilities Deployment Act and by Article 15 of the Land Development Ordinance.

### **13-8 Eligible Facility Permit and Special Use Permit Application and Other Requirements.**

- A) All Applicants for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities or any modification of such facility shall comply with the requirements set forth in Article 12 and Article 13, Part A, of the Zoning Ordinance. Applications for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities must be made pursuant to Article 12 and Article 13, Part A, of the Zoning Ordinance. Upon the recommendation from the Planning Commission, the City Council is authorized to review, analyze, evaluate and make decisions with respect to granting or not granting or revoking Eligible Facility Permit or Special Use Permits for Wireless Telecommunications Facilities. The City may at its discretion delegate or designate other official agencies or officials of the City to review, analyze, evaluate and make recommendations to the Planning Commission and the City Council concerning matters involving Eligible Facility Permit or Special Use Permits for Wireless Telecommunications Facilities.

- B) All applications for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall be filed with the Community Development Director's office pursuant to Article 12-3.
- C) The City may reject applications not meeting the requirements stated herein or which are otherwise incomplete.
- D) No Wireless Telecommunications Facilities shall be installed, constructed or modified until the Application is reviewed and approved by the City, and the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities has been issued.
- E) Any and all representations made by the Applicant to the City on the record during the Application process, whether written or verbal, shall be deemed a part of the Application and may be relied upon in good faith by the City.
- F) An Application for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall be signed on behalf of the Applicant by the person preparing the same and with knowledge of the contents and representations made therein and attesting to the truth and completeness of the information.
- G) The Applicant must provide documentation to verify it has the right to proceed as proposed on the Site. This would require an executed copy of the lease with the landowner or landlord or a signed letter acknowledging authorization. If the applicant owns the site, a copy of the ownership record is required.
- H) The Applicant shall include a statement in writing:
  - 1) That the applicant's proposed Wireless Telecommunications Facilities shall be maintained in a safe manner, and in compliance with all conditions of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities, without exception, unless specifically granted relief by the City in writing, as well as all applicable and permissible local codes, ordinances, and regulations, including any and all applicable City, State and Federal Laws, rules, and regulations;
  - 2) That the construction of the Wireless Telecommunications Facilities is legally permissible, including, but not limited to the fact that the Applicant is authorized to do business in the State.
- I) Where a certification is called for in Article 13, Part A, such certification shall bear the signature and seal of a Registered Professional licensed in the State.
- J) In addition to all other required information as stated in Article 13, Part A, all applications for the construction or installation of new Wireless Telecommunications Facilities or modification of an existing facility shall contain the information hereinafter set forth.
  - 1) A descriptive statement of the objective(s) for the new facility or modification including and expanding on a need such as coverage and/or capacity requirements;
  - 2) Documentation that demonstrates and proves the need for the Wireless Telecommunications Facility to provide service primarily and essentially within the City. Such documentation shall include propagation studies of the proposed site and all adjoining planned, proposed, in-service or existing sites that demonstrate a

significant gap in coverage and/or if a capacity need, including an analysis of current and projected usage; for a new tower drive test data is required. If documentation is provided by the applicant that this site qualifies as an Eligible Facility, proof of need is not required;

- 3) The name, address and phone number of the person preparing the report;
  - 4) The name, address, and phone number of the property owner and Applicant, and to include the legal name of the Applicant. If the site is a tower and the owner is different than the applicant, provide name and address of the tower owner;
  - 5) The postal address and tax map parcel number of the property;
  - 6) The Zoning District or designation in which the property is situated;
  - 7) Size of the property stated both in square feet and lot line dimensions, and a survey showing the location of all lot lines;
  - 8) The location of nearest residential structure;
  - 9) The location, size and height of all existing and proposed structures on the property which is the subject of the Application;
  - 10) The type, locations and dimensions of all proposed and existing landscaping, and fencing;
  - 11) The azimuth, size and center-line height location of all proposed and existing antennae on the supporting structure;
  - 12) The number, type and model of the Antenna(s) proposed with a copy of the specification sheet;
  - 13) The make, model, type and manufacturer of the Tower and design plan stating the Tower's capacity to accommodate multiple users;
  - 14) A site plan describing the proposed Tower and Antenna(s) and all related fixtures, structures, appurtenances and apparatus, including height above pre-existing grade, materials, color and lighting;
  - 15) The frequency, modulation and class of service of radio or other transmitting equipment;
  - 16) The actual intended transmission power stated as the maximum effective radiated power (ERP) in watts;
  - 17) Signed documentation such as the "Checklist to Determine Whether a Facility is Categorically Excluded" to verify that the Wireless Telecommunication Facility with the proposed installation will be in full compliance with the current FCC RF Emissions guidelines (NIER). If not categorically excluded, a complete RF Emissions study is required to provide verification;
  - 18) A signed statement that the proposed installation will not cause physical or RF interference with other telecommunications devices;
  - 19) A copy of the FCC license applicable for the intended use of the Wireless Telecommunications Facilities;
  - 20) A copy of the geotechnical sub-surface soils investigation, evaluation report and foundation recommendation for a proposed or existing Tower site and if existing Tower or water tank site, a copy of the installed foundation design.
- K) The applicant will provide a written copy of an analysis, completed by a qualified individual or organization, to determine if the proposed new Tower or existing structure intended to support wireless facilities is in compliance with Federal Aviation Administration Regulation Part 77 and if it requires lighting. This requirement shall also be for any existing structure or building where the application increases the height of the structure or building. If this analysis determines that an FAA determination is required, then all filings with the FAA, all responses from the FAA, and any related correspondence shall be provided with the application.

L) Additional requirements for an Application for New Tower.

- 1) In the case of a new Tower, the Applicant shall be required to submit a written report demonstrating its meaningful efforts to secure shared use of existing Tower(s) or the use of alternative buildings or other structures within the City. Copies of written requests and responses for shared use shall be provided to the City in the Application, along with any letters of rejection stating the reason for rejection.
- 2) In order to better inform the public, in the case of a new Telecommunication Tower, the Applicant shall, prior to the public hearing on the application, hold a "balloon test". The Applicant shall arrange to fly, or raise upon a temporary mast, a minimum of a three (3) foot in diameter brightly colored balloon at the maximum height of the proposed new Tower. The dates, (including a second date, in case of poor visibility on the initial date) times and location of this balloon test shall be advertised by the Applicant seven (7) and fourteen (14) days in advance of the first test date in a newspaper with a general circulation in the City. The Applicant shall inform the City, in writing, of the dates and times of the test, at least fourteen (14) days in advance. The balloon shall be flown for at least four consecutive hours sometime between 7:00 am and 4:00 pm on the dates chosen. The primary date shall be on a weekend, but in case of poor weather on the initial date, the secondary date may be on a weekday. A report with pictures from various locations of the balloon shall be provided with the Application.
- 3) The Applicant shall examine the feasibility of designing the proposed Tower to accommodate future demand for at least four (4) additional commercial applications, for example, future co-locations. The Tower shall be structurally designed to accommodate at least four (4) additional Antenna Arrays equal to those of the Applicant, and located as close to the Applicant's Antenna as possible without causing interference. This requirement may be waived, provided that the Applicant, in writing, demonstrates that the provisions of future shared usage of the Tower is not technologically feasible, is Commercially Impracticable or creates an unnecessary and unreasonable burden, based upon:
  - a) The foreseeable number of FCC licenses available for the area;
  - b) The kind of Wireless Telecommunications Facilities site and structure proposed;
  - c) The number of existing and potential licenses without Wireless Telecommunications Facilities spaces/sites;
  - d) Available space on existing and approved Towers.
- 4) Upon completing construction and before the issuance of the Certificate of Compliance, to ensure the tower was constructed as permitted, the applicant is to provide signed documentation of the Tower condition per the requirements of ANSI/TIA/EIA-222 (adopted by reference in the building code). Annex for Tower Maintenance, Condition Assessment and Inspection Procedures. The inspection report must be performed every three (3) years for a guyed tower and five (5) years for monopoles and self-supporting towers.

- 5) The owner of a proposed new Tower, and his/her successors in interest, shall negotiate in good faith for the shared use of the proposed Tower by other Wireless service providers in the future, and shall:
  - a) Respond within 60 days to a request for information from a potential shared-use Applicant;
  - b) Negotiate in good faith concerning future requests for shared use of the new Tower by other Telecommunications providers;
  - c) Allow shared use of the new Tower if another Telecommunications provider agrees in writing to pay reasonable charges. The charges may include, but are not limited to, a pro rata share of the cost of site selection, planning, project administration, land costs, site design, construction and maintenance financing, return on equity, less depreciation, and all of the costs of adapting the Tower or equipment to accommodate a shared user without causing electromagnetic interference;
  - d) Failure to abide by the conditions outlined above may be grounds for revocation of the Special Use Permit for Wireless Telecommunications Facilities.
- M) The Applicant shall provide certification with documentation (structural analysis) including calculations that the Telecommunication Facility Tower and foundation and attachments, rooftop support structure, water tank structure, and any other supporting structure as proposed to be utilized are designed and will be constructed to meet all local, city, state and federal structural requirements for loads, including wind and ice loads.
- N) If application is for a co-location or modification on an existing Tower, the applicant is to provide signed documentation of the Tower condition per the requirements of ANSI/TIA/EIA-222 (adopted by reference in the building code). Annex for Tower Maintenance, Condition Assessment and Inspection Procedures. The inspection report must be performed every three (3) years for a guyed tower and five (5) years for monopoles and self-supporting towers.
- O) All proposed Wireless Telecommunications Facilities shall contain a demonstration that the Facility will be sited so as to minimize visual intrusion as much as possible, given the facts and circumstances involved and will thereby have the least adverse visual effect on the environment and its character and on the residences in the area of the Wireless Telecommunications Facility.
- P) If the application is for a new Tower, a new Antenna attachment to an existing structure, or modification adding to a visual impact, the Applicant shall furnish a Visual Impact Assessment, which shall include:
  - 1) If a new Tower or increasing the height of an existing structure is proposed, a computer generated "Zone of Visibility Map" at a minimum of one mile radius from the proposed structure, with and without foliage shall be provided to illustrate locations from which the proposed installation may be seen.

- 2) Pictorial representations of “before and after” (photo simulations) views from key viewpoints both inside and outside of the City as may be appropriate, including but not limited to state highways and other major roads; state and local parks; other public lands; historic districts; preserves and historic sites normally open to the public; and from any other location where the site is visible to a large number of visitors, travelers or residents. Guidance will be provided, concerning the appropriate key sites at the pre-application meeting. Provide a map showing the locations of where the pictures were taken and distance from the proposed structure.
  - 3) A written description of the visual impact of the proposed facility including; and as applicable the Tower base, guy wires, fencing and accessory buildings from abutting and adjacent properties and streets as relates to the need or appropriateness of screening.
- Q) The Applicant shall demonstrate and provide in writing and/or by drawing how it shall effectively screen from view the base and all related equipment and structures of the proposed Wireless Telecommunications Facility.
  - R) The Wireless Telecommunications Facility and any and all accessory or associated facilities shall maximize the use of building materials, colors and textures designed to blend with the structure to which it may be affixed and/or to harmonize with the natural surroundings, this shall include the utilization of stealth or concealment technology as may be required by the City.
  - S) All utilities at a Wireless Telecommunications Facilities site shall be installed underground whenever possible and in compliance with all Laws, Ordinances, rules and regulations of the City, including specifically, but not limited to, the most recently adopted versions of the National Electrical Safety Code and the National Electrical Code where appropriate.
  - T) At a Telecommunications Site, an access road, turn-around space and parking shall be provided to assure adequate emergency and service access. Maximum use of existing roads, whether public or private, shall be made to the extent practicable. Road construction shall at all times minimize ground disturbance and the cutting of vegetation. Road grades shall closely follow natural contours to assure minimal visual disturbance and reduce soil erosion.
  - U) All Wireless Telecommunications Facilities shall be constructed, operated, maintained, repaired, provided for removal of, modified or restored in strict compliance with all current applicable technical, safety and safety-related codes adopted by the City, State, or United States, including but not limited to the most recent editions of the ANSI Code, National Electrical Safety Code and the National Electrical Code, as well as accepted and responsible workmanlike industry practices and recommended practices of the National Association of Tower Erectors. The codes referred to are codes that include, but are not limited to, construction, building, electrical, fire, safety, health, and land use codes. In the event of a conflict between or among any of the preceding the more stringent shall apply.
  - V) A holder of an Eligible Facility Permit or Special Use Permit for a Wireless Telecommunications Facilities granted under Article 13, Part A, shall obtain, at its own expense, all permits and licenses required by applicable law, rule, regulation or code, and must maintain the same, in full force and effect, for as long as required by the City or other governmental entity or agency having jurisdiction over the applicant.

- W) There shall be a pre-application meeting. The purpose of the pre-application meeting will be to address issues that will help to expedite the review and permitting process. A pre-application meeting shall also include a site visit if there has not been a prior site visit for the requested site.
- X) An Applicant shall submit to the City the number of completed Applications determined to be needed.
- Y) The holder of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall notify the City of any intended Modification of a Wireless Telecommunication Facility and shall apply to the City to modify, relocate or rebuild a Wireless Telecommunications Facility.

### **13-9 Location of Wireless Telecommunications Facilities**

- A) Applicants for Wireless Telecommunications Facilities shall locate, site and erect said Wireless Telecommunications Facilities in accordance with the following priorities, one (1) being the highest priority of selection and ten (10) being the lowest priority.
  - 1) On existing Towers or other structures on city owned properties, including the right-of-way.
  - 2) On existing Towers or other structures on other property in the City.
  - 3) A new Tower on City-owned properties, including the right-of-way.
  - 4) A new Tower on property in areas zoned MH, "General Industrial District."
  - 5) A new Tower on property in areas zoned ML/C-1, "Limited Industrial District."
  - 6) A new Tower on property in areas zoned AG, "Agricultural District."
  - 7) A new Tower on property in areas zoned B-2, "General Commercial District."
  - 8) A new Tower on property in areas zoned B-1, "Central Business District."
  - 9) A new Tower on property in areas zoned "O", "Office District", LC, "Limited Commercial District", UC, "Urban Commercial District."
  - 10) A new Tower on property in areas zoned RR, "Rural Residential District", R-1, "Single-Family Residential District", R-2, "Urban-Family Residential District", R-3, "Multiple-Family Residential District", and RMH, "Mobile Home Residential District."
- B) If the proposed site is not proposed for the highest priority listed above, then a detailed explanation must be provided as to why a site of a higher priority was not selected. The person seeking such an exception must satisfactorily demonstrate the reason or reasons why such a permit should be granted for the proposed site, and the hardship that would be incurred by the Applicant if the permit were not granted for the proposed site.
- C) An Applicant may not by-pass sites of higher priority by stating the site proposed is the only site leased or selected. An Application shall address co-location as an option. If such option is not proposed, the Applicant must explain to the reasonable satisfaction of the City why co-location is commercially or otherwise Impracticable. Agreements between providers limiting or prohibiting co-location shall not be a valid basis for any claim of Commercial Impracticability or hardship.
- D) Notwithstanding the above, the City may approve any site located within an area in the above list of priorities, provided that the City finds that the proposed site is in the best

interest of the health, safety and welfare of the City and its inhabitants and will not have a deleterious effect on the nature and character of the community and neighborhood.

- E) The Applicant shall submit a written report demonstrating the Applicant's review of the above locations in order of priority, demonstrating the technological reason for the site selection. If appropriate, based on selecting a site of lower priority, a detailed written explanation as to why sites of a higher priority were not selected shall be included with the Application.
- F) Notwithstanding that a potential site may be situated in an area of highest priority or highest available priority, the City may disapprove an Application for any of the following reasons.
  - 1) Conflict with safety and safety-related codes and requirements;
  - 2) Conflict with the historic nature or character of a neighborhood or historical district;
  - 3) The use or construction of Wireless Telecommunications Facilities which is contrary to an already stated purpose of a specific zoning or land use designation;
  - 4) The placement and location of Wireless Telecommunications Facilities which would create an unacceptable risk, or the reasonable probability of such, to residents, the public, employees and agents of the City, or employees of the service provider or other service providers;
  - 5) Conflicts with the provisions of Article 13, Part A.

### **13-10 Shared Use of Wireless Telecommunications Facilities and Other Structures**

- A) The City, as opposed to the construction of a new Tower, shall prefer locating on existing Towers or others structures without increasing the height. The Applicant shall submit a comprehensive report inventorying existing Towers and other suitable structures within two (2) miles of the location of any proposed new Tower, unless the Applicant can show that some other distance is more reasonable and demonstrate conclusively why an existing Tower or other suitable structure cannot be used.
- B) An Applicant intending to locate on an existing Tower or other suitable structure shall be required to document the intent of the existing owner to permit its use by the Applicant.
- C) Such shared use shall consist only of the minimum Antenna Array technologically required to provide service primarily and essentially within the City, to the extent practicable, unless good cause is shown.

### **13-11 Height of Telecommunications Towers**

- A) The Applicant shall submit documentation justifying the total height of any Tower, Facility and/or Antenna requested and the basis therefore. Documentation in the form of propagation studies must include all backup data used to perform at requested height and a minimum of ten (10') feet lower height to allow verification of this height need. Such documentation will be analyzed in the context of the justification of the height needed to provide service primarily and essentially within the City, to the extent practicable, unless good cause is shown. The height limitations in this section shall supersede the height limitations set forth in Article 12.

- B) No Tower constructed after the effective date of Article 13, Part A, including allowing for all attachments, shall exceed that height which shall permit operation without required artificial lighting of any kind in accordance with city, state, and/or any federal statute, law, local law, city ordinance, code, rule or regulation.

### **13-12 Visibility of Wireless Telecommunications Facilities**

- A) Wireless Telecommunications Facilities shall not be artificially lighted or marked, except as required by Law.
- B) Towers shall be galvanized and/or painted with a rust-preventive paint of an appropriate color to harmonize with the surroundings and shall be maintained in accordance with the requirements of Article 13.
- C) If lighting is required, Applicant shall provide a plan for sufficient lighting of as unobtrusive and inoffensive an effect as is permissible under state and federal regulations.

### **13-13 Security of Wireless Telecommunications Facilities**

All Wireless Telecommunications Facilities and Antennas shall be located, fenced or otherwise secured in a manner that prevents unauthorized access. Specifically:

- A) All Antennas, Towers and other supporting structures, including guy anchor points and wires, shall be made inaccessible to individuals and constructed or shielded in such a manner that they cannot be climbed or collided with; and
- B) Transmitters and Telecommunications control points shall be installed in such a manner that they are readily accessible only to persons authorized to operate or service them.

### **13-14 Signage**

Wireless Telecommunications Facilities shall contain a sign no larger than four (4) square feet in order to provide adequate notification to persons in the immediate area of the presence of RF radiation or to control exposure to RF radiation within a given area. RF radiation warning signage shall be posted on all four sides of the compound. A sign of the same size is also to be installed to contain the name(s) of the owner(s) and operator(s) of the Antenna(s) as well as emergency phone number(s). The sign shall be on the equipment shelter or cabinet and be visible from the access point of the site and must identify the equipment owner of the shelter or cabinet. On tower sites, an FCC registration sign as applicable is also to be present. The signs shall not be lighted, unless applicable law, rule or regulation requires lighting. No other signage, including advertising, shall be permitted.

### **13-15 Lot Size and Setbacks**

All proposed Towers and any other proposed Wireless Telecommunications Facility structures shall be set back from abutting parcels, recorded rights-of-way and road and street lines by the greater of the following distances: A distance equal to the height of the proposed Tower or Wireless Telecommunications Facility structure plus ten percent (10%) of the height of the Tower or structure, or the existing setback requirement of the underlying Zoning District, whichever is

greater. Any accessory structure shall be located so as to comply with the applicable minimum setback requirements for the property on which it is situated.

### **13-16 Retention of Expert Assistance and Reimbursement by Applicant**

- A) The City may hire any consultant and/or expert necessary to assist the City in reviewing and evaluating the Application, including the construction and modification of the site, once permitted, and any site inspections.
- B) An Applicant shall deposit with the City escrow funds sufficient to reimburse the City for all costs of the City's consultant in providing expert evaluation and consultation to any agency of the City in connection with the review of any Application, including where applicable, the lease negotiation, the pre-approval evaluation, and the construction and modification of the site, once permitted. The Initial Deposit shall be \$8,500 unless said amount has been modified by City Council Resolution. The placement of the Initial Deposit with the City shall precede the pre-application meeting. The City will maintain a separate escrow account for all such funds. The City's consultants/experts shall invoice the City for its services related to the Application. If, at any time during the process this escrow account has a balance less than 30% of the Initial Deposit, (the Minimum Escrow Account Balance), the Applicant shall immediately, upon notification by the City, replenish said escrow account so that it has a balance of at least 50% of the Initial Deposit (the Replenished Escrow Account Balance). Such additional escrow funds shall be deposited with the City before any further action or consideration is taken on the Application. The Initial Deposit, Escrow Account Balance and Replenished Escrow Balance amounts may be modified by resolution of the Columbus City Council. In the event that the amount held in escrow by the City is more than the amount of the actual invoicing at the conclusion of the project, the remaining balance shall, upon request of the Applicant, be promptly refunded to the Applicant. If notified by the City that additional escrow is required, the Applicant may request copies of Consultants' and/or experts' invoices. If the Applicant finds errors in those invoices, Applicant may ask the City to audit those specific items for reasonableness and may request relief there from if not deemed reasonable by the City.
- C) Notwithstanding the above, there shall be a cap of \$17,000 as to the total consultant fees to be charged to applicant in a case. The foregoing does not prohibit the City from imposing additional reasonable and cost based fees for costs incurred should an applicant amend or change its application and the fee cap shall not apply as to any fees which the City determines to be attributable to the dilatory or otherwise bad faith actions of Applicant in providing a complete application or in proceeding with a public hearing.
- D) The total amount of the funds needed as set forth in subsection (B) of this section may vary with the scope (lease negotiations and/or review) and complexity of the project, the completeness of the Application and other information as may be needed to complete the necessary review, analysis and inspection of any construction or modification.

### **13-17 Public Hearing and Notification Requirements**

The procedure for obtaining a Special Use Permit for Wireless Telecommunications Facilities shall follow the procedure set forth in Article 12, Section 12-3 of the Columbus Zoning Ordinance with the exception that no public hearing or notifications are required for Eligible Facility applications.

The procedures of Article 12 are amended for purposes of Special Use Permits for Wireless Telecommunication Facilities to require written notice of such public hearing to be given to the owners of all real estate located within 500 feet instead of 300 feet of the real estate, which is the subject of the Special Use Permit for Wireless Telecommunication Facilities.

**13-18 Action on an Application for a Special Use Permit for Wireless Telecommunications Facilities**

- A) The City will undertake a review of an Application pursuant to the Special Use Permit procedure of Article 12-3 and shall act within a reasonable period of time given the relative complexity of the Application and the circumstances, with due regard for the public's interest and need to be involved, and the Applicant's desire for a timely resolution.
- B) Except as modified herein, the Special Use Permit Procedure of Article 12 of the Zoning Ordinance shall be followed. The decision of the City Council shall be set forth in the minutes and shall be supported by substantial evidence contained in a written record. The burden of proof for the granting of a Special Use Permit for Wireless Telecommunications Facilities shall always be upon the Applicant.
- C) If the City denies the Special Use Permit for Wireless Telecommunications Facilities or if such an ordinance fails to pass, then the Applicant shall be notified of such denial or failure to pass, in writing, within ten (10) calendar days of the City's action.

**13-19 Action on an Application for a Eligible Facility Permit for Wireless Telecommunications Facilities**

- A) Authorization of an Eligible Facility Permit. For any Eligible Facility Permit application, a complete application shall be approved by the Community Development Director or his or her designee only if he or she determines that such complete application is in compliance with Article 13, Part A.
- B) The burden of proof for the granting of an Eligible Facility Permit for Wireless Telecommunications Facilities shall always be upon the Applicant.
- C) If the City denies the Eligible Facility Permit for Wireless Telecommunications Facilities then the Applicant shall be notified of such denial or failure, in writing, within ten (10) calendar days of the City's action.

**13-20 Extent and Parameters of Eligible Facility Permit and Special Use Permit for Wireless Telecommunications Facilities.**

The extent and parameters of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall be as follows:

- A) Such Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall not be assigned, transferred or conveyed without the express prior written notification to the City.
- B) Such Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities may, following a hearing upon due prior notice to the Applicant, be revoked,

canceled, or terminated for a violation of the conditions and provisions of the Eligible Facility or Special Use Permit, or for a material violation of Article 13, Part A, after prior written notice to the holder of the Special Use Permit.

### **13-21 Application Fee**

At the time that a Person submits an Application for an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities for a new Tower, such Person shall pay a non-refundable application fee therefor to the City in an amount as set by resolution by the Columbus City Council. If the Application is for an Eligible Facility Permit or Special Use Permit which involves modifying or co-locating on an existing Tower or other suitable structure, where no increase in height of the Tower or structure is required, or for a temporary facility the non-refundable fee shall be in an amount as therefor set by resolution by the Columbus City Council.

### **13-22 Small Cell / DAS Facilities**

Small Cell Facilities have the potential to require either an Eligible Facilities Permit or a Special Use Permit depending on the proposed facility. The information required for an Eligible Facility or a Special Use Permit is required as outlined in Article 13, Part A.

Batch applications can be submitted to expedite the permitting process. Applicant will be required to maintain the Minimum Escrow Account Balances. The total amount of the funds needed may vary with the scope and complexity of the project. The Cap established in Section 13-16(c) does not apply for batch applications.

### **13-23 Performance Security**

The Applicant and the owner of record of any proposed Wireless Telecommunications Facilities property site shall, at its cost and expense, be jointly required to execute and file with the City a bond, or other form of security acceptable to the City as to type of security and the form and manner of execution, in an amount of at least \$75,000 for a Tower facility and \$25,000 for a co-location on an existing tower or other structure and with such sureties as are deemed sufficient by the City to assure the faithful performance of the terms and conditions of Article 13, Part A, and conditions of any Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities issued pursuant to Article 13, Part A. The full amount of the bond or security shall remain in full force and effect throughout the term of the Special Use Permit for Wireless Telecommunications Facilities and/or until any necessary site restoration is completed to restore the site to a condition comparable to that, which existed prior to the issuance of the original Eligible Facility Permit or Special Use Permit, for Wireless Telecommunications Facilities.

### **13-24 Reservation of Authority to Inspect Wireless Telecommunications Facilities**

In order to verify that the holder of a Special Use Permit for Wireless Telecommunications Facilities and any and all lessees, renters, and/or licensees of Wireless Telecommunications Facilities, place and construct such facilities, including towers and antennas, in accordance with all applicable technical, safety, fire, building, and zoning codes, laws, ordinances and regulations and other applicable requirements, the City may inspect all facets of said permit holder's, renter's, lessee's or licensee's placement, construction, modification and maintenance of such facilities, including, but not limited to, towers, antennas and buildings or other structures constructed or located on the permitted site.

### **13-25 Liability Insurance**

- A) A holder of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall secure and at all times maintain public liability insurance for personal injuries, death and property damage, and umbrella insurance coverage, for the duration of the Special Use Permit for Wireless Telecommunications Facilities in amounts as set forth below:
- 1) Commercial General Liability covering personal injuries, death and property damage: \$1,000,000 per occurrence/\$2,000,000 aggregate;
  - 2) Automobile Coverage: \$1,000,000 per occurrence/ \$2,000,000 aggregate;
  - 3) Workers Compensation and Disability: Statutory amounts.
- B) For a Wireless Telecommunications Facility on City property, the Commercial General Liability insurance policy shall specifically include the City and its officers, Councils, employees, committee members, attorneys, agents and consultants as additional insureds.
- C) The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with a Best's rating of at least A.
- D) The insurance policies shall contain an endorsement obligating the insurance company to furnish the City with at least thirty (30) days prior written notice in advance of the cancellation of the insurance.
- E) Renewal or replacement policies or certificates shall be delivered to the City at least fifteen (15) days before the expiration of the insurance that such policies are to renew or replace.
- F) Before construction of a permitted Wireless Telecommunications Facilities is initiated, but in no case later than fifteen (15) days after the granting of the Special Use Permit, the holder of the Eligible Facility Permit or Special Use Permit shall deliver to the City a copy of each of the policies or certificates representing the insurance in the required amounts.

### **13-26 Indemnification**

- A) Any application for Wireless Telecommunication Facilities that is proposed for City property, pursuant to Article 13, Part A, shall contain a provision with respect to indemnification. Such provision shall require the applicant, to the extent permitted by the Law, to at all times defend, indemnify, protect, save, hold harmless, and exempt the City, and its officers, Councils, employees, committee members, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might arise out of, or are caused by, the placement, construction, erection, modification, location, products performance, use, operation, maintenance, repair, installation, replacement, removal, or restoration of said Facility, excepting, however, any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the City, or its servants or agents. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees,

consultants' fees, and expert witness fees are included in those costs that are recoverable by the City.

- B) Notwithstanding the requirements noted in subsection (A) of this section, an indemnification provision will not be required in those instances where the City itself applies for and secures an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities.

### **13-27 Fines**

- A) In the event of a violation of Article 13, Part A, or any Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities issued pursuant to Article 13, Part A, the City may impose and collect, and the holder of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities shall pay to the City, fines or penalties as set forth below.
- B) The holder of an Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities failure to comply with provisions of Article 13, Part A, shall constitute a violation of Article 13, Part A, and shall subject the Applicant to the code enforcement provisions and procedures as provided in Article 12, Section 12-14 of the Land Development Ordinance, Zoning Article of the City of Columbus and Article 86 of Nebraska Revised Statutes.
- C) Notwithstanding anything in Article 13, Part A, the holder of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities may not use the payment of fines, liquidated damages or other penalties, to evade or avoid compliance with Article 13, Part A, or any section of Article 13, Part A. An attempt to do so shall subject the holder of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities to termination and revocation of the Eligible Facility Permit or Special Use Permit for Wireless Telecommunications Facilities. The City may also seek injunctive relief to prevent the continued violation of Article 13, Part A, without limiting other remedies available to the City.

### **13-28 Default and/or Revocation**

If a Wireless Telecommunications Facility is repaired, rebuilt, placed, moved, re-located, modified or maintained in a way that is inconsistent or not in compliance with the provisions of Article 13, Part A, or of the Eligible Facility Permit or Special Use Permit for Wireless Communications Facilities, then the City shall notify the holder of the Eligible Facility Permit or Special Use Permit in writing of such violation. A Permit holder in violation may be considered in default and subject to fines as set forth in Section 13-27 and if a violation is not corrected to the satisfaction of the City in a reasonable period of time said Eligible Facility Permit or Special Use Permit is subject to revocation.

### **13-29 Removal of Wireless Telecommunications Facilities**

- A) Under the following circumstances, the City may determine that the health, safety, and welfare interests of the City warrant and require the removal of Wireless Telecommunications Facilities.
  - 1) Wireless Telecommunications Facilities with a permit have been abandoned (i.e. not used as Wireless Telecommunications Facilities) for a period exceeding ninety

consecutive (90) days or a total of one hundred-eighty (180) days in any three hundred-sixty five (365) day period, except for periods caused by force majeure or Acts of God, in which case, repair or removal shall commence within 90 days;

- 2) Permitted Wireless Telecommunications Facilities fall into such a state of disrepair that it creates a health or safety hazard;
  - 3) Wireless Telecommunications Facilities have been located, constructed, or modified without first obtaining, or in a manner not authorized by, the required Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, or any other necessary authorization and the Eligible Facility or Special Permit for Wireless Telecommunications Facilities may be revoked.
- B) If the City makes such a determination as noted in subsection (A) of this section, then the City shall notify the holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities within forty-eight (48) hours that said Wireless Telecommunications Facilities are to be removed, the City may approve an interim temporary use agreement/permit, such as to enable the sale of the Wireless Telecommunications Facilities.
- C) The holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, or its successors or assigns, shall dismantle and remove such Wireless Telecommunications Facilities, and all associated structures and facilities, from the site and restore the site to as close to its original condition as is possible, such restoration being limited only by physical or Commercial Impracticability, within ninety (90) days of receipt of written notice from the City. However, if the owner of the property upon which the Wireless Telecommunications Facilities are located wishes to retain any access roadway to the Wireless Telecommunications Facilities, the owner may do so with the approval of the City.
- D) If Wireless Telecommunications Facilities are not removed or substantial progress has not been made to remove the Wireless Telecommunications Facilities within ninety (90) days after the Permit for Wireless Communications Facilities holder has received notice, then the City may order officials or representatives of the City to remove the Wireless Telecommunications Facilities at the sole expense of the owner or Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities holder.
- E) If the City removes, or causes to be removed, Wireless Telecommunications Facilities, and the owner of the Wireless Telecommunications Facilities does not claim and remove it from the site to a lawful location within ten (10) days, then the City may take steps to declare the Wireless Telecommunications Facilities abandoned and sell them and their components.
- F) Notwithstanding anything in this Section to the contrary, the City may approve a temporary use permit/agreement for the Wireless Telecommunications Facilities, for no more than ninety (90) days, during which time a suitable plan for removal, conversion, or re-location of the affected Wireless Telecommunications Facilities shall be developed by the holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, subject to approval of the City, and an agreement to such plan shall be executed by the

holder of the Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities and the City. If such a plan is not developed, approved and executed within the ninety (90) day time period, then the City may take possession of and dispose of the affected Wireless Telecommunications Facilities in the manner provided in this Section.

### **13-30 Relief**

Any Applicant desiring relief, waiver or exemption from any aspect or requirement of Article 13, Part A, may request such, provided that the relief or exemption is contained in the submitted Application for either a Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities, or in the case of an existing or previously granted Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities a request for modification of its Tower and/or facilities. Such relief may be temporary or permanent, partial or complete. However, the burden of proving the need for the requested relief, waiver or exemption is solely on the Applicant to prove. The Applicant shall bear all costs of the City in considering the request and the relief, waiver or exemption. No such relief or exemption shall be approved unless the Applicant demonstrates by clear and convincing evidence that, if granted the relief, waiver or exemption, it will have no significant effect on the health, safety and welfare of the City, its residents and other service providers.

### **13-31 Periodic Regulatory Review by the City**

- A) The City may at any time conduct a review and examination of Article 13, Part A.
- B) If after such a periodic review and examination of this Ordinance, the City determines that one or more provisions of Article 13, Part A, should be amended, repealed, revised, clarified, or deleted, then the City may take whatever measures are necessary in accordance with applicable Law in order to accomplish the same. It is noted that where warranted, and in the best interests of the City, the City may repeal Article 13, Part A, at any time.
- C) Notwithstanding the provisions of subsections (A) and (B) of this Section, the City may at any time and in any manner (to the extent permitted by Federal, State, or local law), amend, add, repeal, and/or delete one or more provisions of this Article 13, Part A.

### **13-32 Adherence to State and/or Federal Rules and Regulations**

- A) To the extent that the holder of a Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities has not received relief, or is otherwise exempt, from appropriate State and/or Federal agency rules or regulations, then the holder of such a Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities shall adhere to, and comply with, all applicable rules, regulations, standards, and provisions of any State or Federal agency, including, but not limited to, the FAA and the FCC. Specifically included in this requirement are any rules and regulations regarding height, lighting, security, electrical and RF emission standards.
- B) To the extent that applicable rules, regulations, standards, and provisions of any state or federal agency, including but not limited to, the FAA and the FCC, and specifically including any rules and regulations regarding height, lighting, and security are changed and/or are modified during the duration of an Eligible Facility or Special Use Permit for

Wireless Telecommunications Facilities, then the holder of such an Eligible Facility or Special Use Permit for Wireless Telecommunications Facilities shall conform the permitted Wireless Telecommunications Facilities to the applicable changed and/or modified rule, regulation, standard, or provision within a maximum of twenty-four (24) months of the effective date of the applicable changed and/or modified rule, regulation, standard, or provision, or sooner as may be required by the issuing entity.

### **13-33 Adherence to International Building Code**

To the extent applicable, the holder of an Eligible Facility Permit or a Special Use Permit for Wireless Communication Facilities shall adhere to the latest version of the International Building Code adopted by the City of Columbus and towers shall be reviewed under the Structure Class III Standards as currently defined in TIA/EIA-222-G.

### **13-34 Conflict with Other Laws**

Where Article 13, Part A, differs or conflicts with other laws, rules and regulations, unless the right to do so is preempted or prohibited by the city, state or federal government, Article 13, Part A, shall apply.

### **13-35 Effective Date**

Article 13, Part A, shall be effective immediately upon passage and publication, pursuant to applicable legal and procedural requirements.

### **13-36 Authority**

Article 13, Part A, is enacted pursuant to applicable authority granted by the state and federal government.

### **13-37 to 13-39 Reserved for Future Use.**

**Section 6.** That the City of Columbus hereby amends the City of Columbus Land Development Ordinance of 1996, Zoning Chapter, Under Ordinance No. 96-08, as amended, dated March 18, 1996, and adopted August 4, 1997 as the official Zoning Code of the City of Columbus by Ordinance No. 97-17 by enacting a new Article 13, Part B, Sections 13-40 to 13-48 entitled "Small Wireless Facilities in the Right-of-Way".

**Section 7.** Article 13, Part B, Sections 13-40 through 13-48 are hereby enacted as follows:

## **ARTICLE 13, PART B, SMALL WIRELESS FACILITIES IN THE RIGHT-OF-WAY**

### **13-40 TITLE**

### **13-41 SEVERABILITY**

### **13-42 DEFINITIONS**

### **13-43 PURPOSE AND SCOPE**

### **13-44 PERMITS TO OCCUPY THE RIGHT-OF-WAY**

**13-45 FEES AND TAXES**

**13-46 AESTHETIC AND DESIGN STANDARDS**

**13-47 INDEPENDENT TECHNICAL AND LEGAL REVIEW**

**13-48 RELIEF**

**13-40 TITLE**

Article 13, Part B, shall be known and cited as “Small Wireless Facilities in the Right-of-Way” for the City of Columbus, Nebraska, and herein referred to as Article 13, Part B.

**13-41 Severability**

If any word, phrase, sentence, part, section, subsection, or other portion of this Article 13, Part B, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed Application thereof, shall be severable, and the remaining provisions of Article 13, Part B, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

**13-42 DEFINITIONS**

For purposes of Part B of this Article, the definitions of this Section shall apply.

- A) “**Antenna**” means communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.
- B) “**Applicant**” means any person who submits an application and is a wireless provider.
- C) “**Application**” means a written request submitted by an applicant to the City for (1) a permit to collocate small wireless facilities on an existing utility pole or wireless support structure or (2) a permit for the installation, modification, or replacement of a utility pole to support the installation of a small wireless facility.
- D) “**City pole**” means a utility pole owned, managed, or operated by or on behalf of the City.
- E) “**Collocate**” or “**collocation**” means to install, mount, maintain, modify, operate, or replace small wireless facilities on or adjacent to a wireless support structure or utility pole. Neither “collocate” nor “collocation” includes the installation of a new utility pole or new wireless support structure in the right-of-way.
- F) “**Communications facility**” means the set of equipment and network components including wires, cables, and associated facilities used by a cable operator as defined in 47 U.S.C. 522(5), as such section existed on January 1, 2019, a telecommunications carrier as defined in 47 U.S.C. 153(51), as such section existed on January 1, 2019, a provider of information service as defined in 47 U.S.C. 153(24), as such section existed on January 1, 2019, or a wireless services provider, to provide communications services, including cable service as defined in 47 U.S.C. 153(8), as such section existed on January 1, 2019, an information service as defined in 47 U.S.C. 153(24), as such section existed on January 1, 2019, wireless services, or other one-way or two-way communications service.
- G) “**Communications network**” means a network used to provide communications service.

- H) “**Communications service**” means a cable service as defined in 47 U.S.C. 522, as such section existed on January 1, 2019, an information service as defined in 47 U.S.C. 153, as such section existed on January 1, 2019, a telecommunications service as defined in 47 U.S.C. 153, as such section existed on January 1, 2019, or a wireless service.
- I) “**Communications service provider**” means a cable operator as defined in 47 U.S.C. 522, a provider of information service as defined in 47 U.S.C. 153, or a telecommunications carrier as defined in 47 U.S.C. 153, as such sections existed on January 1, 2019. Communications service provider includes a wireless provider.
- J) “**Decorative pole**” means a City pole that is specially designed and placed for aesthetic purposes.
- K) “**FCC**” means the Federal Communications Commission.
- L) “**Historic District**” means any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places, in accordance with Stipulation VI.D.1.a (i)-(v) of the Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the FCC codified at 47 C.F.R. part 1, Appendix C, as such regulation existed on January 1, 2019, or designated pursuant to state historic preservation law if such designation exists at the time of application.
- M) “**Make-ready work**” means the modification or replacement of a City pole or associated lines, including the installation of guys and anchors on the same, required to accommodate a small wireless facility.
- N) “**Microwireless facility**” means a small wireless facility that is not larger in dimension than twenty-four inches in length, fifteen inches in width, and twelve inches in height and with any exterior antenna no longer than eleven inches.
- O) “**Permit to occupy the right of way**” means a written authorization from the City issued pursuant to this Article which allows an applicant to site, place, construct, operate, maintain, repair, remove, modify, or prepare one or more small wireless facilities in the City’s rights-of-way.
- P) “**Pole**” means as a utility, lighting, or similar pole made of wood, concrete, metal, or other material, located or to be located within the right-of-way.
- Q) “**Public power supplier**” means a public power district or any other governmental entity providing electric service. Public power supplier includes a municipal electric supplier.
- R) “**Right-of-way**” means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility easement, or similar property, but not including a freeway as defined in section 39-1302, the National System of Interstate and Defense Highways, or a private easement.
- S) “**Routine maintenance**” means any inspections, tests, or repairs that (1) maintain a functional capacity, aesthetic standards, or structural integrity of a small wireless facility and the associated utility pole or wireless support structure and (2) do not impede, damage, or disturb any portion of the right-of-way.

- T) **“Small wireless facility”** means a wireless facility that meets each of the following conditions: (1) the facilities (a) are mounted on structures 50 feet or less in height including the antennas or (b) are mounted on structures no more than 10 percent taller than other adjacent structures; (2) each antenna associated with the deployment is no more than three cubic feet in volume; (3) all other equipment associated with the structure, whether ground-mounted or pole-mounted, is no more than 28 cubic feet in volume; (4) the facilities do not require antenna structure registration under 47 C.F.R. part 17, as such regulation existed on January 1, 2019; (5) the facilities are not located on tribal lands, as defined in 36 C.F.R. 800.16(x), as such regulation existed on January 1, 2019; and (6) the facilities do not result in human exposure to radio frequency radiation in excess of the applicable safety standards specified in 47 C.F.R. 1.1307(b), as such regulation existed on January 1, 2019.
- U) **“Technically feasible”** means that by virtue of engineering or spectrum usage, the proposed placement for a small wireless facility, or its design or site location, can be implemented without a reduction in the functionality of the small wireless facility.
- V) **“Utility pole”** means a pole located in the right-of-way that is used for wireline communications, lighting, the vertical portion of support structures for traffic control signals or devices or a similar function, or for the collocation of small wireless facilities and located in the right-of-way. “Utility Pole” does not include (1) wireless support structures or (2) any transmission infrastructure owned or operated by a public power supplier.
- W) **“Wireless facility”** means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including (1) equipment associated with wireless communications and (2) radio transceivers, antennas, coaxial or fiber-optic cable, regular power supply, and small back-up battery, regardless of technological configuration. Wireless facility includes small wireless facilities. “Wireless facility” does not include the structure or improvements on, under, or within the equipment, which is collocated; coaxial or fiber optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to, or directly associated with, a particular antenna; or a wireline backhaul facility.
- X) **“Wireless infrastructure provider”** means any person, including a person authorized to provide telecommunications service in the State of Nebraska, when acting to build or install wireless communication transmission equipment, wireless facilities, or wireless support structures, but that is not a wireless services provider.
- Y) **“Wireless provider”** means a wireless services provider or a wireless infrastructure provider when acting as a co-applicant for a wireless services provider.
- Z) **“Wireless services”** means any services using licensed or unlicensed spectrum, including the use of Wi-Fi, whether mobile or at a fixed location, provided to the public using wireless facilities.
- AA) **“Wireless services provider”** means a person who provides wireless services.
- BB) **“Wireless support structure”** means a structure such as a guyed or self-supporting tower, billboard, building, or other existing or proposed structure designed to support or capable of supporting wireless facilities other than a structure designed solely for the

collocation of small wireless facilities. Wireless support structure does not include a utility pole.

CC) “**Wireline backhaul facility**” means an above-ground or underground facility used to transport communications services from a wireless facility to a communications network.

### **13-43 PURPOSE AND SCOPE**

This Article supplements the generally applicable right-of-way permitting provisions in Article 15 with specific provisions for the placement, permitting, and use of small wireless facilities in the City’s right-of-way. In the event of a conflict between Article 15 and this Article, this Article shall control. This Article is intended to comply with the Small Wireless Facilities Deployment Act as adopted by the 106<sup>th</sup> Nebraska Legislature First Session, referred to in this Article as the “Act”. Nothing in this Chapter shall restrict any authority of the City as provided in the Act.

A. *Applicability of this Article.* No person shall site, place, construct, operate, maintain, repair, remove, modify, or prepare any small wireless facility, any wireless support structure, any utility pole built or modified solely to accommodate a small wireless facility, or any other structure built solely to support a wireless facility, in the City’s right-of-way, without first having received a permit from the City to occupy right-of-way pursuant to Article 15. Any small wireless facility, wireless support structure, or any utility pole or other structure built or modified solely to support a wireless facility, which is located outside the City’s right-of-way, is not subject to this Article; however, such facilities and structures are subject to the City’s Zoning Ordinance.

B. *Exceptions and Limitations.*

1. Notwithstanding subsection (A) above, the City shall not require an application, permit, or other approval or charge fees or rates for (a) routine maintenance of small wireless facilities; (b) replacement of small wireless facilities with small wireless facilities that are substantially similar in weight or windage or the same size or smaller; or (c) the installation, placement, maintenance, operation, or replacement of microwireless facilities that are strung on cables between existing utility poles in compliance with the National Electrical Safety Code; provided, in all such cases, the City may require a permit to occupy the right-of-way for work that exceeds the original weight or windage or that requires excavation or closing of sidewalks or vehicular lanes within the right-of-way for such activities.

2. Nothing in this Article shall be construed (a) to allow any entity to provide communications services without complying with all laws applicable to such providers or (b) to authorize collocation, installation, placement, maintenance, or operation of any communications facility, including a wireline backhaul facility, other than a small wireless facility or a utility pole, in a right-of-way.

3. To the extent the Act precludes municipalities from exercising zoning authority over small wireless facilities located in the right-of-way, the City’s Zoning Ordinance shall not apply to small wireless facilities located with its right-of-way.

### **13-44 PERMITS TO OCCUPY THE RIGHT-OF-WAY**

A. *Application for Permits.*

1. Applications for permits to occupy the right-of-way are available from the Community Development Director. Completed applications shall be submitted to the City's Community Development Department. In addition to the information required by Article 15, Section 15-3, applicants shall submit the following information with each completed application:

(a) an attestation that the small wireless facilities covered by the application will be operational for use by a wireless services provider within nine months after the later of the completion of all make-ready work or the permit issuance date unless a delay is caused by lack of commercial power or communications transport facilities to the site; and

(b) an attestation that each proposed small wireless facility satisfies each of the aesthetic and design standards set forth in Article 15, Section 15-5, except for such standards, if any, for which applicant is concurrently submitting a request for relief under Article 15, Section 15-7; and

(c) for any small wireless facility located on (i) utility poles owned, operated, or managed by a public power supplier, a copy of the negotiated pole attachment agreement between the applicant and such public power supplier or (ii) utility poles or wireless support structures owned, operated, or managed by a person other than the City or a public power supplier, a copy of the authorization of such person consenting the application; and

(d) all permit fees required under Article 15, Section 15-4.

2. An applicant may file a consolidated application for up to five individual small wireless facilities instead of filing a separate application for each such facility. An applicant shall submit the information required under Article 15, Section 15-3 (B)(1) for each small wireless facility covered by a consolidated application; otherwise, the applicant may submit a single set of documents that apply to all of the small wireless facilities covered by such a consolidated application. Each small wireless facility within a consolidated application shall be subject to individual review; provided, that a decision regarding all small wireless facilities shall be rendered in a single determination by the Community Development Director, or his designee and provided further that the denial of one or more small wireless facilities in a consolidated application shall not delay processing of any other small wireless facilities in the same application or be a basis upon which to deny the consolidated application as a whole.

#### B. *Review of Permits.*

1. Within 20 days after receiving an application, the Community Development Director shall determine and notify the applicant in writing whether the application is complete. If an application is incomplete, the City will specifically identify the missing information in writing. The 90-day processing deadline set forth in subsection (B)(2) below shall restart upon the first finding of incompleteness. The applicant may resubmit the completed application within 30 days without additional charge. Subsequent findings of incompleteness shall toll the 90-day processing deadline, and any subsequent review shall be limited to the specifically identified information subsequently completed. If the applicant makes any material changes in a resubmission, other than the material changes required by the City, the applicant shall be required to make a new application and submit a new application fee. Subsequent findings of incompleteness will toll the deadline from the time the City sends notice of the incompleteness to the time the applicant provides the missing information. The application processing deadline also may be tolled as

needed to accommodate processing and review of any request for relief submitted by applicant pursuant to Section 13-48 or otherwise by agreement between the City and the applicant.

2. The City will process an application no later than 90 days after receiving it. Subject to the tolling under subsection (B)(1) above, the application shall be deemed approved if the City fails to approve or deny the application within 90 days after receipt of the same. The City may extend the 90-day application processing deadline for a period of 10 business days if the City notifies the applicant in advance before the day on which approval or denial is originally due.

3. The City may propose technically feasible alternative utility pole locations; provided, the City shall not require the placement of small wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole. The wireless provider shall cooperate with the City to address the City's reasonable proposal.

4. The term of each permit to occupy the right-of-way issued under this Article shall be set forth in the permit and shall be for a period not less than five years.

C. *Denial of Permit Applications.*

1. The City may deny an application for a proposed wireless facility if the proposed facility: (a) materially and demonstrably interferes with the safe operation of traffic control equipment or the right-of-way; (b) materially interferes with sight lines or clear zones for air or land transportation or pedestrians; (c) materially interferes with compliance with the federal Americans with Disabilities Act of 1990 or similar federal or state standards regarding pedestrian access or movement; (d) fails to comply with the spacing requirements set forth in this Article; (e) fails to comply with applicable codes of general applicability which do not apply exclusively to wireless facilities; (f) fails to comply with the aesthetic and other design requirements set forth in Article 15, Section 13-46 and Section 15-5; or (g) designates the location of a new utility pole within seven feet in any direction of an electrical conductor unless the wireless provider obtains the written consent of the public power supplier that owns or manages the electrical conductor.

2. The City shall document the basis for denial, including any specific provisions of this Article or other applicable law on which the denial was based, and send such documentation to the applicant on or before the date the City denies the application. The applicant may cure the deficiencies identified by the City and resubmit the application within 30 days without paying an additional application fee, and the City shall have 30 days after receiving such resubmitted application to approve or deny the same; provided, such review shall be limited to deficiencies cited in the City's denial.

D. *Issuance of Permits.* All permits to occupy the right-of-way issued under this Article are issued subject to the conditions set forth in Article 15, Section 15-3 and, in addition thereto, the following conditions:

1. The small wireless facilities covered by the application shall be operational for use by a wireless services provider no later than one year after the later of the completion of all make-ready work or the permit issuance date; provided, upon applicant's request, the City (a) shall grant a one-time extension for up to nine months if the applicant demonstrates that the delay is caused by the lack of commercial power to communications transport facilities to the site and (b) may grant one or more additional extensions on such terms as mutually agreed upon by the City and applicant.

2. The City may reserve space on the City's poles and the applicant shall cooperate with the City in any such reservation, except that the City shall first notify the applicant in writing that it is interested in reserving such pole space or sharing the trenches or bores in the area where the collocation is to occur. The applicant shall allow the City to place its infrastructure in the applicant's trenches or bores or on the utility pole as requested by the City, except that the City shall incur the incremental costs of placing the conduit or infrastructure as requested. The City shall be responsible for maintaining its facilities in the trenches and bores and on the City's pole.

E. *Renewal of Permits.* The City shall renew a permit issued hereunder for an equivalent duration as long as the applicant is in compliance with Article 15 of the Land Development Ordinance and Article 13, Part B.

### **13-45 FEES AND TAXES**

A. *Applicability of Section.* The fees and taxes set forth in this Section shall apply to permits issued hereunder in lieu of the fees and taxes set forth in Article 15, Section 15-4.

B. *Application Fees.* For each collocation of a small wireless facility on an existing or replacement City pole, the applicant shall pay the City the small wireless facility collocation application fee in the amount set forth in the Schedule of Fees. For each installation, modification, or replacement of a utility pole and the collocation of an associate small wireless facility on such pole, the applicant shall pay the City the small wireless facility site application fee in the amount set forth in the Schedule of Fees.

C. *Occupation Tax.* If applicable to applicant, the applicant shall pay the City an annual occupation tax for use of the right-of-way in the amount and manner provided in Chapter 111 of the Columbus City Code. If applicant is not required to pay an occupation tax under said Chapter, applicant shall pay the City \$250 per small wireless facility per year.

D. *City Pole Fee.* For each City pole on which the applicant collocates a small wireless facility, the applicant shall pay annually the City pole fee in the amount set forth in the City's Schedule of Fees.

### **13-46 AESTHETIC AND DESIGN STANDARDS**

The purpose of the standards set forth in this Section is to supplement the aesthetic and design standards set forth in Section 15-5 of Article 15. All small wireless facilities in the right-of-way shall comply with each standard set forth in Section 15-5 and those set forth in this Section 13-46.

A. *Spacing of New Facilities.* All proposed new freestanding small wireless facilities shall be located with a recommended separation of a minimum of 250 feet from any other small wireless facility to the extent allowed by applicable law.

B. *Additional Design Rules for Pole-Mounted Facilities.* All small wireless facilities proposed to be mounted on utility poles shall conform to the following guidelines:

1. To the maximum extent technically feasible, all antennae and all of each antenna's exposed elements and shroud transitions shall be mounted at the top of the proposed pole and shall be enclosed within a single cylindrical antenna shroud which (a) color-matches the pole; (b)

has a diameter no greater than 14 inches; (c) has a uniform diameter once transitioned from the pole shaft; (d) includes only visually concealed cables, wires, and other components; and (e) is no greater than 5 feet in height;

2. All components of the facility, other than those described in subsection (B)(1) above, shall be placed below grade to the maximum extent technically feasible and, when undergrounding is not technically feasible, shall be fully enclosed with a base shroud that: (a) is structurally sound to fully support the pole while maximizing equipment volume; (b) is cylindrical and is as small as technically feasible with a maximum consistent diameter of 30 inches; (c) does not exceed a height of six feet from mounting surface; (d) reasonably matches pole color and finish; and (e) is as solid as feasible to visually conceal and lock all contents and wiring; and

3. Subject to the placement and other requirements in subsections (B)(1) and (B)(2) above, any components of a freestanding facility that are attached to support poles must be mounted so that all parts are at least seven feet or higher above adjacent surface grade and the least visually intrusive as technically feasible.

#### C. *Height Restrictions.*

1. Any new or modified utility pole installed in a right-of-way shall not exceed the greater of (a) 5 feet in height above the tallest existing utility pole located within 500 feet of the new utility pole in the same right-of-way or (b) 50 feet above ground level.

2. New small wireless facilities in a right-of-way shall not extend more than the greater of (a) 50 feet in height, including antennae, or (b) more than 5 feet above an existing utility pole in place as of the Act and located within 500 feet in the same right-of-way.

3. The City shall have the right, at its sole discretion, to consider and approve an application to install a utility pole or wireless support structure that exceeds the height limits in this subsection (C); provided, any facility which exceeds the height restrictions set forth in the definition of "small wireless facility" provided in Section 13-42 shall also be subject to the City's Zoning Ordinance.

D. *Streetlights.* If decorative poles serving as streetlights have been installed in a neighborhood, small wireless facilities shall be collocated on such poles at intersections as combination poles with streetlights, so that removal of decorative streetlights mid-block is minimized and preservation of the intended decorative aesthetics is maximized. The City may, in its discretion authorize the replacement of a decorative pole but any replacement pole shall strictly conform to the design aesthetics of the decorative pole being replaced.

### **13-47 INDEPENDENT TECHNICAL AND LEGAL REVIEW**

The City may request a deposit from applicant to offset its costs for the independent technical and legal review of the application. Such deposit, if required, shall be collected, applied, and otherwise subject to the terms of Section 15-6 of Article 15.

**13-48 RELIEF**

Any applicant desiring to appeal from any aspect or requirement of this Article, may file an appeal with the Board of Adjustment pursuant to Section 12-8 of Article 12 of the Land Development Ordinance. Section 12-8 to 12-11 shall govern such appeals.

**Section 8.** All ordinances passed and approved prior to the passage, approval, and publication or posting of this ordinance which are in conflict are repealed.

**Section 9.** This ordinance shall become effective immediately upon and be in full force and effect after its passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by Section 16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City Offices.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

B. Ordinance No. 20-05 approving Text Amendments to Article 15 of Zoning Code.

**ORDINANCE NO. 20- 05**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, TO AMEND THE LAND DEVELOPMENT ORDINANCE, ZONING CHAPTER, ADOPTED BY ORDINANCE NO. 96-08, ON MARCH 18, 1996, AND ADOPTED AUGUST 4, 1997 AS THE OFFICIAL ZONING CODE OF COLUMBUS BY ORDINANCE NO. 97-17, BY ENACTING ARTICLE 15, SECTIONS 15-1 TO 15-7 ENTITLED "PERMITS TO OCCUPY THE RIGHT-OF-WAY", TO PROVIDE DEFINITIONS, TO PROVIDE THE PURPOSE, SCOPE AND EXCEPTIONS OF SAID ARTICLE, TO PROVIDE FOR PERMITS TO OCCUPY THE CITY'S RIGHT-OF-WAY, FEES, TAXES, AESTHETIC AND DESIGN STANDARDS, INDEPENDENT TECHNICAL AND LEGAL REVIEWS AND RELIEF PROVISIONS; TO REPEAL ALL ORDINANCES OR PORTIONS THEREOF IN CONFLICT HEREWITH; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM AS AUTHORIZED BY SECTION 16-405 OF NEBRASKA REVISED STATUTES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA:

**Section 1.** That the City of Columbus, Nebraska, hereby amends the City of Columbus Land Development Ordinance of 1996, Zoning Chapter, adopted by Ordinance No. 96-08, on March 18, 1996, and adopted August 4, 1997, as the official Zoning Code of Columbus by Ordinance No. 97-17 by enacting a new Article 15, Sections 15-1 to 15-7 entitled "Permits to Occupy the Right-of-Way".

**Section 2.** Article 15, Sections 15-1 to 15-7 are hereby enacted as follows:

**ARTICLE 15 - PERMITS TO OCCUPY THE RIGHT- OF- WAY**

- 15-1            DEFINITIONS**
- 15-2            PURPOSE; SCOPE; EXCEPTIONS**
- 15-3            PERMITS**
- 15-4            FEES AND TAXES**
- 15-5            AESTHETIC AND DESIGN STANDARDS**
- 15-6            INDEPENDENT TECHNICAL AND LEGAL REVIEWS**
- 15-7            RELIEF**
  
- 15-1            DEFINITIONS**

For purposes of this Article, the definitions of this Section shall apply.

A. **“Applicant”** means any person submitting an application for a permit under this Article.

B. **“Facilities”** means pipes, conduits, wires, cables, towers, switches, amplifiers, transformers, fiber optic lines, antennae, poles, ducts, conductors, lines, mains, vaults, appliances, attachments, equipment, structures, manholes, fixtures, appurtenances, and such other objects, devices, or components.

C. **“Franchise agreement”** means a franchise agreement, consent agreement, or similar agreement pursuant to which the City has granted a person the right to place facilities in its right-of-way.

D. **“Right-of-way (ROW)”** means the area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility, or similar property, but not including a freeway as defined in Neb. Rev. Stat. Section 39-1302, the National System of Interstate and Defense Highways, or a private easement.

E. **“Technically feasible”** means that by virtue of engineering or, if applicable, spectrum usage, the proposed placement, design, or site location of a facility can be implemented without a reduction in functionality.

## **15-2 PURPOSE; SCOPE; EXCEPTIONS**

A. *Purpose.* This Article provides principles and procedures for the placement, construction, operation, maintenance, modification, repair, and removal of facilities in the rights-of-way. These principles and procedures are intended to protect the integrity of the City’s rights-of-way and infrastructure and to promote the safe and orderly use of the rights-of-way among all right-of-way users. To achieve these purposes, it is necessary to require permits for all right-of-way uses, except as prohibited by law, and to establish uniform and nondiscriminatory rules which govern such permits.

B. *Scope.* This Article shall apply to all facilities located in the City’s rights-of-way, subject to the limitations in this subsection (B), the exceptions provided in subsection (C) below, and preemption by applicable state or federal law. Any person in good-standing under a current, unexpired franchise agreement may continue to use the City’s rights-of-way pursuant to the terms of such franchise agreement, unless otherwise prohibited by law, until the franchise agreement expires or is terminated. This Article shall not apply to the following right-of-way uses which are governed elsewhere as noted:

1. Use of a right-of-way by an adjoining property owner as provided for under the Land Development Ordinance or the Columbus City Code.

2. Use of the right-of-way by an adjacent business in the downtown area as approved by Resolution of the City Council or conducting other outdoor activities in the right-of-way as allowed by the Columbus City Code and approved by the City Administrator.

3. Closure and use of a right-of-way for an event, provided such closure and use shall have been approved according to City of Columbus procedures.

C. *Exceptions.* The City shall not require an application, permit, or other approval or charge fees or rates under this Article for (1) routine maintenance of facilities where such maintenance is conducted by or on behalf of an applicant issued a permit for such facilities hereunder or (2) replacement of facilities with substantially similar facilities where such replacement is conducted by or on behalf of an applicant issued a permit for such facilities hereunder.

### **15-3 PERMITS**

A. *Permit Required.* Unless otherwise specifically provided by law, it shall be unlawful for any person to lay, construct, operate, maintain, offer for lease, or make available for any use whatsoever, any facilities across, along, over, above, or under any public right-of-way for any private or commercial purpose unless such person has been issued a permit to occupy such right-of-way under this Article.

B. *Permit Applications.* Applications for permits under this Article shall be made to the City of Columbus Engineering Department. Each such application shall include the following:

1. A set of completed construction plans for all facilities to be located in the right-of-way under the permit, bundled into a single file, formatted to 11" x 17", which includes:

- (a) the name, location, address (if available), and GPS coordinates for the facilities;
- (b) labeled and dimensioned site plan and elevation plans of the facilities with, as applicable, key symbols, ROW lines, property lines, street information, topographical information, existing and proposed utilities, adjacent property uses, and easements;
- (c) structural plans of the facilities signed and stamped by a professional engineer licensed in Nebraska;
- (d) dimensions of the facilities, and a description of type, color, and finish of all visible construction materials;
- (e) accurate visual depictions or representations of all above-ground components of the facilities;
- (f) additional detail requested by the City to clarify the proposed work required for the facilities;
- (g) anticipated duration of project in calendar days; and

(h) a copy of the current Franchise Agreement which allows said applicant to occupy the right-of-way.

2. An attestation that the proposed facilities satisfy each of the aesthetic and design standards set forth in this Article, except for such standards, if any, for which applicant is concurrently submitting a request for relief under Section 15-7.

3. Evidence that, prior to commencement of any work in the right-of-way, pursuant to the application, the applicant will have the performance or construction bond required under this Article in place.

4. Evidence of the applicant's insurance required under this Article.

5. All applicable building and permit fees.

6. The deposit, if any, requested by the City pursuant to Section 15-6 for independent technical and legal review.

7. Such other submission requirements set forth in the City's published application form.

8. A statement disclosing any prior permit violations.

C. *Initial Review of Application; Completeness.* The City Engineer shall review the application and, within 20 days after receipt, shall notify the applicant in writing whether the application is complete. If an application is incomplete, the City will specifically identify the missing information in writing and the applicant may resubmit the completed application within 30 days without additional charge. If the applicant makes any material changes in a re-submission, other than the material changes required by the City, the applicant shall be required to make a new application and submit a new application fee.

D. *Final Review; Issuance; Denial.* The City will review and process the application no later than 90 days after receiving it. The City may extend the 90-day application processing deadline for a period of 10 business days if the City notifies the applicant in advance before the day on which approval or denial is originally due. The City will notify the applicant in writing whether its application has been approved or denied. If the application is denied, the City shall document the basis for denial, including any specific provisions of this Article or other applicable law on which the denial was based. The applicant may cure the deficiencies identified by the City and resubmit the application within 30 days without paying an additional application fee.

E. *Term and Renewal.* The term of each permit to occupy the right-of-way issued under this Article shall be set forth in the permit. The applicant may apply to renew a

permit issued hereunder for an equivalent duration and the City shall renew the permit for such period provided the applicant demonstrates compliance with the criteria set forth in in this Section. Applications for permit renewal may be submitted no earlier than 180 days prior to the expiration of the then current permit and no later than 90 days prior to the expiration of the then current permit.

F. *Permit Conditions.* All permits to occupy the right-of-way issued under this Article are issued subject to the following conditions, and each applicant agrees, by accepting such permit, to be bound by the same:

1. All facilities shall be constructed, operated, maintained, repaired, removed, modified, and restored in strict compliance with all current applicable technical, safety, and safety-related codes adopted by the City, the State of Nebraska, or the federal government. The applicant shall, at its sole cost and expense, inspect, keep, and maintain its facilities in the right-of-way in safe condition, in good order and repair, and as otherwise according to best industry practices.

2. The applicant shall, at its sole cost and expense, promptly restore the right-of-way to its original condition after it completes work related to the facilities. The City may require an applicant to repair all damage to a right-of-way directly caused by the activities of the applicant in the right-of-way and return the right-of-way to equal or better condition to that before the damage occurred. If the applicant fails to make the repairs that are reasonably required by the City within 14 days after written notice, the City may undertake such repairs and charge the applicant the cost of such repairs. The City shall grant an extension of up to 10 days to complete such repairs if the applicant requests such extension within the original 14-day period. In the event of immediate threat to life or safety or to prevent serious injury, the City may immediately undertake to restore the site and then notify of and charge the applicant for all restoration costs.

3. The applicant assumes the risk of any loss, damage to, or loss of use of any facilities which are damaged, destroyed, or taken out of service due to applicant's use or presence in or on the right-of-way.

4. The applicant shall undertake only the activities enumerated in its permit to occupy the right-of-way and such permit shall not create a property right or grant authority to the applicant to infringe upon the rights of others who may own or have other interests in a right-of-way, utility easement, or other privately owned property. Except as otherwise provided in this Code or applicable state or federal law, any additions or changes to the facilities or activities enumerated in applicant's existing permit shall require a new permit.

5. Neither the applicant nor its facilities shall interfere with any traffic-control devices and other public works equipment; water, wastewater, stormwater, gas, electrical, or other public utility infrastructure; or the facilities of any other occupant of the right-of-way permitted hereunder.

6. The City shall have the right at any time to require a change of location of the facilities when in its judgement it becomes necessary or advisable as a matter of safety, or on account of a change of grade, resurfacing, repair, or reconstruction of any right-of-way. If the owner of such facilities has not moved or relocated the facilities within 30 days after the City requests the same in writing, the City may undertake such movement or relocation and charge the owner the costs of the same.

7. The City retains the right and privilege to cut or move any facilities, as the City may determine, in its sole discretion, to be necessary, appropriate, or useful in response to any public emergency. If circumstances permit, the City shall notify the applicant and provide an opportunity for applicant to move its own facilities prior to cutting or removing the facilities. In all cases, the City shall notify the applicant after cutting or removing the facilities as promptly as reasonably possible.

8. The applicant shall immediately notify the City in the event of an emergency regarding the applicant's facilities that may affect public health or safety, and such notice shall include, at a minimum, the nature of the emergency and the applicant's planned response to the emergency.

9. In addition to notifying the City, the applicant shall comply with the Nebraska One Call Notification Act before commencing any excavation or similar work in the right-of-way.

10. The applicant acknowledges that applications and all supporting written material applicant submits to the City are public records subject to the Nebraska Public Records Law. While an applicant may designate any such public records as "proprietary" or "confidential", the City shall treat them as such only to the extent expressly permitted by the Nebraska Public Records Law and, other than the cost of the City's routine response to public records requests, the City shall be under no obligation to incur any costs to protect the same from disclosure.

11. Prior to commencement, and at all times during, any work performed by or on behalf of applicant in the right-of-way, the applicant shall maintain a performance or construction bond, in form acceptable to the City, equal to at least 100% of the estimated cost of the facilities and related work covered by the application.

12. During the term of any permit to occupy the right-of-way issued hereunder, the applicant shall maintain comprehensive general liability, automobile, workers compensation, employer's liability, and umbrella insurance in form and amount consistent with the City's published requirements for the same. All such insurance policies shall include the City and its agents as additional insureds and shall not be modified or cancelled without 30 days prior written notice being given to the City.

13. The applicant shall defend, indemnify, and hold harmless the City, its agents, officers, officials and employees from any and all damages, liabilities, injuries, losses, attorneys' fees, costs, and expenses, whether for personal injury, death, or property damage, arising out of or in any way related to the activities or performance of the applicant or its agents. In the event the applicant becomes aware of any actions or claims, the City shall promptly be notified by the applicant. In the event the City is a named defendant in any such claim or lawsuit, it is expressly agreed that the City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense, and the applicant shall reimburse the City for any costs, expenses, and attorneys' fees directly and necessarily incurred by the City in the course of the defense.

14. In addition to all other remedies available to the City under this Code or other applicable law, the City may revoke an applicant's permit to occupy the right-of-way if the applicant fails to comply with any of the conditions set forth in this Article, and upon such revocation, may direct applicant, at applicant's cost, to remove applicant's facilities from the right-of-way and restore the right-of-way to its original condition. If the applicant fails to remove its facilities and restore the right-of-way within 30 days after the City's written request, the City may cause such work to be done and applicant shall reimburse the City for the costs of such work upon City's written demand for the same.

#### **15-4 FEES AND TAXES**

Applicant shall pay any applicable building permit fee and the application fee set forth in the City's Schedule of Fees. Unless provided otherwise in this Ordinance, applicant shall pay the City an annual occupation tax for use of the right-of-way in the amount and manner provided under Chapter 111 of the Columbus City Code.

#### **15-5 AESTHETIC AND DESIGN STANDARDS**

The purpose of the standards set forth in this Section is to establish guidelines for the design, placement, and installation of facilities in the right-of-way. All facilities placed in the right-of-way pursuant to this Article shall comply with these standards; provided, the City Administrator may authorize the waiver of, partial relief from, or exemption from, any one or more of these standards pursuant to Section 15-7.

A. *Undergrounded Facilities.* When facilities are proposed in areas where other similar facilities are primarily located underground, said facilities shall be placed underground to the extent technically feasible.

B. *Existing Aesthetics.* To the extent technically feasible, all ground-mounted facilities shall reasonably match the existing, adjacent streetscape character. Applicants shall use the same aesthetics as existing infrastructure to promote a uniform appearance.

C. *Consolidation.* To the extent technically feasible: (1) facilities shall be designed to consolidate all ground-mounted components within approved singular enclosures and (2) all cables, wires, and conduits shall be concealed from view.

D. *Location.* The placement of proposed facilities with existing facilities shall be preferred over placement of facilities at new sites. If an applicant chooses not to place its facilities with available existing facilities, the applicant must document that location of its proposed facilities with available existing facilities is not technically feasible.

E. *Camouflage.* Facilities shall be designed to camouflage and conceal all above-ground components of such facilities to the extent technically feasible.

F. *Signs.* Ground-mounted facilities shall have a four inch by six inch metallic sign permanently mounted between four feet and six feet from ground level and clearly visible to the public which provides the identifying information and emergency contact number for the owner of such facilities. No other signs, advertising, or banners are permitted on facilities except to the extent the same are mandated by state or federal law.

G. *Generators.* Generators are not permitted in the right-of-way.

H. *Lighting.* Lighting is not permitted on facilities except to the extent mandated by state or federal law.

I. *Historic Districts.* All ground-mounted facilities located in a historic district shall be subject to such other design and concealment standards required by the City for such districts to avoid or to remedy the intangible public harm of unsightly or out-of-character facilities deployed. Without limiting the foregoing, all facilities located in the City's historic district shall be subject to the design and aesthetic standards for such historic overlay district set forth in the City's Zoning Ordinance.

J. *Traffic Signals.* Facilities shall not be allowed on traffic signal systems.

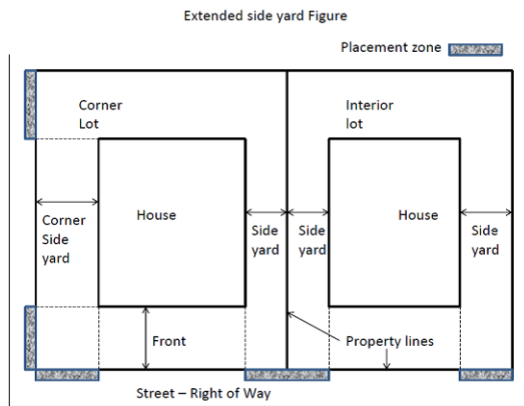
K. *Placement Guidelines.* All facilities proposed to be located at new sites:

1. Shall be located in a manner or location that (a) does not obstruct, impede, or hinder the usual pedestrian or vehicular travel; (b) does not adversely affect public safety or impair legal access and use of the right-of-way; (c) conforms to applicable law (including the Americans with Disabilities Act of 1990) and right-of-way design standards, specifications, and design requirements, and (d) does not in any way create a risk to public health, safety, or welfare;

2. Shall be located in a manner that does not significantly create a new obstruction to primary and inherently valuable sightline(s) of an adjacent property;

3. Shall be located in alignment with existing trees, utility poles, and streetlights and placed to avoid disturbance within the critical root zone of any tree;

4. Shall be located in the right-of-way, but placed within the extended side yard setback zones of the adjacent property, (see Figure);



5. Shall not be located along the frontage of properties, unless otherwise approved by the City.

6. Shall be located with separation from any low-pressure natural gas line or intermediate or high-pressure natural gas line and with appropriate clearance as approved from all existing utilities;

7. Shall not materially impact any existing bridges, culverts, or retaining walls; and

8. Shall be located outside of all American Association of State Highway Transportation Officials (AASHTO) clear zones and outside of clear sight triangles (at a minimum) as follows: (a) 5-foot leg pedestrian sight triangle at each residential driveway; (b) 10-foot leg pedestrian sight triangle at each driveway and alley; (c) 30-foot leg corner sight triangle; and (d) roadway sight triangles shall be based on AASHTO standards for each driveway, alley, and intersection.

## 15-6 INDEPENDENT TECHNICAL AND LEGAL REVIEW

Although the City intends for City staff to review permit applications to the extent feasible, the City may retain the services of an independent technical consultant and an attorney of its choice to provide technical and legal evaluations of applications submitted pursuant to this Article. The review may include, but is not limited to (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and (d) whether the proposed use of the right-of-way complies with this Article and other applicable provisions of this Ordinance or the Columbus City Code. The applicant shall pay the reasonable cost for any independent technical consultant and reasonable attorneys' fees in advance through a deposit with the City, estimated by the City, within 10 business days of the City's request. That these shall be a reasonable approximation of cost. When the City requests such payment, the application shall be deemed incomplete until the deposit is received. In the event that such final costs and fees do not exceed the deposit amount, the City shall refund any unused portion within 60 days after a permit to occupy the right-of-way is issued or denied or withdrawn in writing by the applicant. If the costs and fees exceed the deposit amount,

then the applicant shall pay the difference to the City before a permit to occupy the right-of-way is issued. The technical consultant and attorney shall provide an itemization of the final costs of the services provided and related fees.

**15-7 RELIEF**

Any applicant desiring to appeal from any aspect or requirement of this Article, may file an appeal with the Board of Adjustment pursuant to Article 12, Section 12-8 of the Land Development Ordinance. Section 12-8 to Section 12-11 shall govern such appeals.

**Section 3.** All ordinances passed and approved prior to the passage, approval, and publication or posting of this ordinance which are in conflict are repealed.

**Section 4.** This ordinance shall become effective immediately upon and be in full force and effect after it's passage, adoption and publication as provided by law. Publication shall be in pamphlet form as authorized by Section 16-405 of Nebraska Revised Statutes with distribution to be made by making copies available to the public upon request at the City Offices.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

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