

City Council Regular Meeting
Monday, June 15, 2020 7:00 PM
Council Chambers
1369 25 Avenue
Columbus, NE 68601

**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 instate 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 instate 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 instate 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

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2. **PRAYER**

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

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

A. Minutes of June 1, 2020, City Council meeting.

A regular meeting of the mayor and city council of the City of Columbus, Nebraska, was convened on June 1, 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. 20-24, an extension of Executive Order No. 20-03, issued by Governor Ricketts on May 19, 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, City Engineer Rick Bogus, Fire Chief Dan Miller, Public Property Director Doug Moore, Finance Director Heather Lindsley, and Human Resource Director Tammy Orender.
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 18, 2020, City Council meeting.**
 - 3.B. **Resolution No. R20-51 authorizing payment of various improvement projects.** Resolution No. R20-51 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: GEHRING CONSTRUCTION & READY MIX CO., INC. - CONCRETE PAVING \$ 83,219.00; GEHRING CONSTRUCTION & READY MIX CO., INC. - DOWNTOWN TRAFFIC SIGNAL RENO \$89,182.35.

3.C. Payroll and bills on file. B=Bond Payments; CP=Capital Projects; E=Expenses; G=Grant; R=Refund; S=Service & Supplies; T=Training 06/12/20 Payroll \$665,545.46; Ace Hardware 421.82 S; Advance Auto Parts 238.07 S; Ag Spray Equip 153.60 S; Alley Poyner Macchietto 14,250.70 CP; AlphaMedia 1,675.00 S; Amazon 1,758.93 S; Aqua-Chem 265.20 S; Audio Video Spc 1,329.98 CP; B2 Envr 6,850.00 S; Baird Holm 350.50 S; Blazer 148.00 S; Bob's U-Save Pharmacy 116.46 S; BOKF NA 799,968.13 B; Bomgaars 1,089.35 S; Ctr for Municipal Solutions 2,518.75 S; Central Parts 1,186.38 S; City of Col 15,125.14 S; CLIA Lab 180.00 S; CCH 3,971.68 S; Col Steel 237.14 S; Telegram 194.00 S; Col Tire 364.50 S; Consolidated Water Solutions 13,500.00 S; Continental Research 1,066.47 S; Core & Main 17,577.30 S; Crouch Recreation 15,174.00 CP; Cutting Edge Lawn Care 50.00 S; Danko Emergency Equip 1,923.00 S; Diamond Vogel 2,019.00 S; Eakes 328.59 S; Earl May 185.92 S; Electrical Eng & Equip 248.72 S; Electronic Eng 14,385.64 CP; Eller Heating 128.54 S; Fastenal 17.60 S; FBG 185.25 S; First National Bank 346.66 S; Foreman Lumber 165.15 S; Frontier Coop 3,330.50 S; Gale 173.93 S; Galls 1,747.63 S; Gehring Const 177,827.94 CP,S; Gerhold Concrete 2,207.12 S; Gilmore & Assoc 6,000.00 CP; Hach 3,734.04 S; Hadley-Braithwait 344.15 S; Hawkins 4,267.81 S; Hi-Lo Equip 50.00 S; Home 360 4,242.32 CP; Hometown Leasing 177.97 S; IAFC 290.00 S; Ingram Library Services 3,534.77 S; Interstate Battery 398.35 S; Island Supply Welding 203.08 S; Jackson Services 1,833.40 S; Kelly Supply 54.84 S; Kidwell 63,776.00 CP; Lakeview Small Engine 11.90 S; Loup Power 5,949.43 S; M & O Door 20.00 S; MacQueen Equip 5,408.66 S; Marley's Electric 143.22 S; Menards 1,029.62 S; Mid-American Research 945.35 S; Mid-Plains Industries 179.90 S; MW Turf 2,057.76 S; E Morgan 20.00 E; Mountain View 395.00 S; Municipal Pipe Tool 746.00 S; NAPA 5.72 S; DED 90.00 T; NE Harvestore 62.80 S; NE Notary Assoc 100.00 S; NE Public Health 1,903.00 S; NE U C Fund 2,848.00 S; Newman Signs 460.58 S; NENEDD 131,179.99 G; Occupational Health 260.00 S; Officenet 608.86 S; Olson's Pest Techn 350.00 S; O'Neill Wood Resources 11,962.50 S; O'Reilly 491.77 S; Performance Printing 707.27 S; Pete Lien 5,496.64 S; Petty Cash 5.89 E; Pictometry Int'l 19,140.33 CP; Platte County Hwy Dept 80.00 S; Platte Valley Comm 282.75 S; Presto-X 100.00 S; Quadiant 642.63 S; Rathman Manning 81,916.11 CP; RJ Thomas Mfg 2,824.00 S; Schieffer Signs 670.00 S; Security Equip 610.60 S; Sherwin-Williams 397.71 S; Shevlin Supply 277.04 S; Snap-on Tools 72.51 S; Stanley Petroleum 3,050.00 S; Stericycle 918.16 S; Stryker Sales 173.14 S; Super Saver 21.12 S;

Home Depot 73.58 S; Tire Outlet 2,586.00 S; Truck Center 549.53 S; Tworek Welding 150.00 S; U & I Sanitation 134.50 S; Van Wall 928.13 S; Verizon 513.04 S; VVS Canteen 158.11 S; Walmart 370.60 S; Wellness Council 20.95 S; Wells Fargo 31,905.00 B; West Point Implement 209.91 S; Wilson & Co 26,362.70 CP; WPS GHA 299.17 R; Yant Equip 956.95 S; Zee Medical 36.65 S; Zimco 2,366.55 S. TOTAL \$2,211,671.81.

4. **APPROVAL OF MINUTES:** Included in Consent Agenda
5. **SPECIAL PRESENTATIONS:** None
6. **PUBLIC HEARINGS:**
 - 6.A. **Public hearing - Amendment to the Redevelopment Plan for the Armory Neighborhood Redevelopment Area (Frontier Park Redevelopment Project - Area 9). (Planning Commission recommends approval.)** Steven Ramaekers, 4514 Howard Boulevard, was available to answer questions. No public testimony was heard. The public hearing closed with a motion by Roth and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 6.A.1. **Resolution No. R20-52 approving amendment to redevelopment plan.** Resolution No. R20-52 entitled: 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)" was adopted with a motion by Bahr and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 6.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.)** Jablonski expressed concerns with potential traffic and safety issues due to the addition of another new business on this property. Bulkley noted that all of the redevelopment projects for this property meet the requirements in the Land Development Ordinance. Michael Works, developer of the Starbucks project, pointed out that a traffic light has been approved by the State of Nebraska Department of Transportation, parts for the light have been ordered, and the traffic signal will be installed once the parts arrive. The public hearing closed with a motion by Roth and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 6.B.1. **Resolution No. R20-53 approving third supplement to the redevelopment**

plan. Resolution No. R20-53 entitled: 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 33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN OF THE CITY OF COLUMBUS, NEBRASKA (PHASE III OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)" was adopted with a motion by Bahr and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and Jablonski voted "Nay".

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:**
 - 12.A. **Quote from Traffic Control Corporation in the amount of \$22,575 for traffic light preemption system for new fire station.** Miller noted that it will take approximately six weeks before the system can be installed and in the meantime, the firefighters will have to use extra caution when turning onto or going across the highway. The quote from Traffic Control Corporation for a traffic light preemption system was accepted with a motion by Augustine-Schulte and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 12.C. **Quote from Mueller Sprinklers in the amount of \$40,291.81 for landscaping, sprinklers, and trees at new fire station.** The quote from Mueller Sprinklers for landscaping, sprinklers, and trees was accepted with a motion by Augustine-Schulte and a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 - 12.D. **Proposal from Kidwell in the amount of \$127,552 for telecommunications system for city facilities.** The proposal from Kidwell for telecommunications system was accepted with a motion by Augustine-Schulte and a second by Roth. 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.** Bulkley referred to the private ceremony held prior to opening the new fire station and said a formal

ribbon-cutting ceremony will be held for both the new fire station and new police station at a later date, post-COVID-19.

13. RESOLUTIONS:

13.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 entitled: 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 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".

13.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 entitled: 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 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:

14.A. Ordinance No. 20-06 adopting the 2020 City of Columbus Personnel Policy Manual.

Vasicek pointed out that comments regarding the draft were brought to staff's attention prior to the meeting and a recommendation is being made to continue this ordinance to the June 15th city council meeting in order to have time to address the comments. Jablonski questioned why this agenda item wasn't brought to the Public Finance, Judiciary, and Personnel Committee and it was noted that this was an oversight as public meetings have been held to a minimum due to the pandemic. It was noted that this item will be presented to the Public Finance, Judiciary, and Personnel Committee on June 9th. Ordinance No. 20-06 entitled: 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 was continued to 7 p.m. on June 15, 2020, with a motion by Augustine-Schulte and

a second by Roth. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

15. ORDINANCES ON SECOND READING:

15.A. Ordinance No. 20-04 approving Text Amendments to Article 13 of Zoning Code.

Emily Milewski, on behalf of herself and her colleague, John Palmtag, of Verizon Omaha, noted for the record that they are supportive of this ordinance to create a regulatory framework for small wireless cell technology. On its second 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.

15.B. Ordinance No. 20-05 approving Text Amendments to Article 15 of Zoning Code.

On its second 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.

16. **ORDINANCES ON THIRD READING:** None
17. **CONSIDERATION OF PAYROLL AND BILLS ON FILE:** Included in Consent Agenda
18. **UNFINISHED BUSINESS:** None
19. **ADJOURNMENT:** The meeting adjourned at 7:35 p.m.

Presented and approved this 15 day of June, 2020.

MAYOR

ATTEST:

CITY CLERK

B. Minutes of June 1, 2020, Community Development Agency meeting.

A meeting of the City Council, as the Community Development Agency, of the City of Columbus, Nebraska, was convened on June 1, 2020, at 7:38 p.m., following the 7 p.m. City Council meeting.

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. 20-24, an extension of Executive Order No. 20-03, issued by Governor Ricketts on May 19, 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, designated as the chief executive officer of the agency, and members of the city council, as the Community Development Agency, 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:** Council President Bahr 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 Council Members Beth Augustine-Schulte, Charlie Bahr, Troy Hiemer, Rich Jablonski, Dennis Kresha, John Lohr, Prent Roth, and Ron Schilling. Also participating was Mayor James Bulkley. City staff members included City Attorney Neal Valorz, City Administrator Tara Vasicek, City Clerk Janelle Kline, City Engineer Rick Bogus, Fire Chief Dan Miller, Public Property Director Doug Moore, Finance Director Heather Lindsley, and Human Resource Director Tammy Orender.

2. **Resolution No. R20-56 approving a redevelopment agreement for redevelopment project undertaken by EKEA, LLC as set forth in the Redevelopment Plan for the West Railroad Neighborhood Redevelopment Area (The EKEA, LLC Redevelopment Project).** Resolution No. R20-56 entitled: A RESOLUTION OF THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT AGREEMENT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY EKEA, LLC, AS SET FORTH IN THE "REDEVELOPMENT PLAN FOR THE WEST RAILROAD NEIGHBORHOOD REDEVELOPMENT AREA (THE EKEA, LLC, REDEVELOPMENT PROJECT)" was adopted with a motion by Jablonski and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".

- 3. Resolution No. R20-57 approving a redevelopment agreement for redevelopment project undertaken by Granville Custom Homes, Inc. as set forth in the Amendment to the Redevelopment Plan for the Armory Neighborhood Redevelopment Area (The Frontier Park Development Project).** Resolution No. R20-57 entitled: A RESOLUTION OF THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT AGREEMENT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY GRANVILLE CUSTOM HOMES, INC., AS SET FORTH IN THE "AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE ARMORY NEIGHBORHOOD REDEVELOPMENT AREA (THE FRONTIER PARK REDEVELOPMENT PROJECT)" was adopted with a motion by Jablonski and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
- 4. Resolution No. R20-58 approving a redevelopment agreement for redevelopment project undertaken by WHO Development, LLC as set forth in the Third Supplement to the Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan (Phase III of the WHO Development Redevelopment Project - Starbucks).** Resolution No. R20-58 entitled: A RESOLUTION OF THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT AGREEMENT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY WHO DEVELOPMENT, LLC, AS SET FORTH IN THE "THIRD SUPPLEMENT TO THE REDEVELOPMENT PLAN ENTITLED: AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN OF THE CITY OF COLUMBUS, NEBRASKA (PHASE III OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)" was adopted with a motion by Jablonski and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and Jablonski voted "Nay".
- 5. Resolution No. R20-59 approving a redevelopment agreement for redevelopment project undertaken by Columbus Retail, LLC as set forth in the Third Supplement to the Amendment to the 33rd Avenue and U.S. Highway 30 Redevelopment Plan (Phase III of the WHO Development Redevelopment Project - Retail).** Resolution No. R20-59 entitled: A RESOLUTION OF THE COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING A REDEVELOPMENT AGREEMENT FOR A REDEVELOPMENT PROJECT UNDERTAKEN BY COLUMBUS RETAIL, LLC, AS SET FORTH IN THE "THIRD SUPPLEMENT TO THE

- REDEVELOPMENT PLAN ENTITLED: AMENDMENT TO THE 33RD AVENUE AND U.S. HIGHWAY 30 REDEVELOPMENT PLAN OF THE CITY OF COLUMBUS, NEBRASKA (PHASE III OF THE WHO DEVELOPMENT REDEVELOPMENT PROJECT)" was adopted with a motion by Jablonski and a second by Kresha. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
6. **Resolution No. R20-60 authorizing the issuance of Tax Increment Revenue Bonds for WHO Development - Phase II Freddy's Project.** Resolution No. R20-60 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBUS, ACTING AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE BOND; PROVIDING FOR THE TERMS AND PROVISIONS OF SAID BOND; AND PLEDGING REVENUES OF THE AGENCY PURSUANT TO THE COMMUNITY DEVELOPMENT LAW was adopted with a motion by Jablonski and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 7. **Resolution No. R20-61 authorizing issuance of Tax Increment Revenue Bonds for WHO Development - Phase III Starbucks Project.** Resolution No. R20-61 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBUS, ACTING AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE BOND; PROVIDING FOR THE TERMS AND PROVISIONS OF SAID BOND; AND PLEDGING REVENUES OF THE AGENCY PURSUANT TO THE COMMUNITY DEVELOPMENT LAW was adopted with a motion by Jablonski and a second by Lohr. Augustine-Schulte, Bahr, Hiemer, Kresha, Lohr, Roth, and Schilling voted "Aye" and Jablonski voted "Nay".
 8. **Resolution No. R20-62 authorizing the issuance of Tax Increment Revenue Bonds for WHO Development - Phase III Retail Project.** Resolution No. R20-62 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBUS, ACTING AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE BOND; PROVIDING FOR THE TERMS AND PROVISIONS OF SAID BOND; AND PLEDGING REVENUES OF THE AGENCY PURSUANT TO THE COMMUNITY DEVELOPMENT LAW was adopted with a motion by Jablonski and a second by Schilling. Augustine-Schulte, Bahr, Hiemer, Jablonski, Kresha, Lohr, Roth, and Schilling voted "Aye" and none voted "Nay".
 9. **Adjournment:** The meeting adjourned at 7:46 p.m.

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PROCEEDINGS OF
COMMUNITY DEVELOPMENT AGENCY

JUNE 1, 2020

Presented and approved this 15 day of June, 2020.

ATTEST:

MAYOR

CITY CLERK

- C. Minutes of June 9, 2020, Civil Service Commission meeting certifying the following Firefighter/EMT/Hazardous Materials Technician candidates: Aaron Perez, Thomas Ahl, and Ty O'Brien.

CIVIL SERVICE COMMISSION MINUTES

June 9, 2020

A meeting of the Columbus Civil Service Commission was convened in open and public session by Tammy Orender on Tuesday, June 9, 2020, at 5:00 p.m. in the Conference Room of the Fire Station.

Notice of this meeting was given in advance thereof by public posting in City Hall, Platte County Courthouse, and Columbus Public Library on June 1, 2020. Availability of the agenda was communicated in the advance notice and in the notice to the Columbus Civil Service Commission of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public.

STATEMENT OF COMPLIANCE WITH OPEN MEETINGS ACT AND ROLL CALL:

Tammy Orender read the following statement: "In compliance with the Open Meetings Act, Nebraska Revised Statute 84-1407, a current copy of the Act is available at this meeting." Present were members, Chris Steinke, Bill Gumm, Doug Kluth, Jack Gutierrez and Troy Loeffelholz. The minutes from the March 23, 2020, meeting were approved with a motion by Kluth and a second by Gumm with all members voting "Aye".

The Civil Service Commission wants to thank Keith Riley for his many years of service and being Chair on the commission.

Nomination and Election of a new Chair was selected with a motion by Gutierrez and seconded by Gumm to select Kluth as new Chair with all members voting "Aye". There was discussion if the commission could nominate and approve a Vice Chair. Orender will look into this.

The purpose of the meeting was to interview three applicants for the position of Firefighter/EMT/Hazardous Materials Technician and agree upon the names of three Firefighter/EMT/Hazardous Materials Technician candidates who would be certified for one year to the appointing authority as qualified for the position of Firefighter/EMT/Hazardous Material Technician.

After some discussion, it was moved by Kluth and seconded by Gumm to certify to the Mayor and City Council, the applicants Aaron Perez, Thomas Ahl and Ty O'Brien. The motion was passed unanimously.

There being no further items of business for the agenda, the meeting was adjourned at approximately 7:00 p.m.

Respectfully submitted,

Tammy Orender
Civil Service Commission Secretary

D. Resolution No. R20-63 authorizing payment of various improvement projects.

RESOLUTION NO. R20- 63

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	\$168,903.25
Bierman Contracting, Inc.	E911 Communication Center	\$ 52,911.20
Eriksen Construction Co., Inc.	WWTF Phase 4	\$226,618.00
Gehring Construction & Ready Mix, Inc.	Traffic Signal Renovation	\$ 37,863.50
Obrist & Co., Inc.	SED#45, WED#63, 48 Ave. from 42 St. to Lost Creek Parkway	\$125,788.04

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

B-D Construction, Inc.	Fire Station	\$168,903.25
Bierman Contracting, Inc.	E911 Communication Center	\$ 52,911.20
Eriksen Construction Co., Inc.	WWTF Phase 4	\$226,618.00
Gehring Construction & Ready Mix, Inc.	Traffic Signal Renovation	\$ 37,863.50
Obrist & Co., Inc.	SED#45, WED#63, 48 Ave. from 42 St. to Lost Creek Parkway	\$125,788.04

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

COPY

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Columbus, NE
2424 14th Street
COLUMBUS, NE 68601

PROJECT: COLUMBUS FIRE STATION
COLUMBUS, NE 68601

APPLICATION NO: 22
PERIOD TO: 5/31/2020

DISTRIBUTION
TO:
 OWNER
 ARCHITECT
 CONTRACTOR

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

VIA (ARCHITECT): Williams Spurgeon Kuhl & Freshnock
110 Armour Road
North Kansas City, MO 64116

ARCHITECT'S
PROJECT NO: 17081

CONTRACT FOR: Construction Manager At Risk

CONTRACT DATE: 1/2/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	7,634,360.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	7,634,360.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	7,580,985.70
5. RETAINAGE:		
a. 5.18 % of Completed Work	\$	392,889.65
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	392,889.65
6. TOTAL EARNED LESS RETAINAGE	\$	7,188,096.05
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)	\$	7,019,192.80
8. CURRENT PAYMENT DUE	\$	168,903.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	446,263.95

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

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

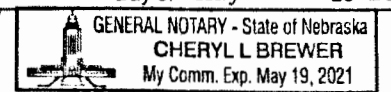
CONTRACTOR: B-D Construction, Inc.
2154 East 32nd Avenue Columbus, NE 68601

By: Bryan L. Kearney Date: 5.28.20
Bryan L. Kearney, Treasurer

State of: NE
County of: Platte

Subscribed and Sworn to before me this 29th Day of May 2020

Notary Public: Cheryl L. Brewer
My Commission Expires: May 19, 2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$ 168,903.25

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

ARCHITECT: WSKF ARCHITECT, INC.

By: Rick Kuhl Date: JUNE 3, 2020
Rick Kuhl, Architect

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

211-211-57550-20088

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Contractor's Application and Certificate for Payment

To (Owner): City of Columbus, NE	From (Contractor): Eriksen Construction Co., Inc.	Via (Engineer): Amit Shrivastava (HDR)
Owner's Project No.:	Contractor Project No.: 684	Engineer's Project No.: 10061621
For (Contract): Wastewater Treatment Facility - Phase 4 Improvements	Application No.: 20	Application Period: 05/01/20 to 05/31/20

Application for Payment

Change Order Summary

Change Orders Approved by Owner:			
Number	Date Approved	Additions	Deductions
TOTALS		\$ -	\$ -
NET CHANGE TO CONTRACT BY CHANGE ORDERS			
		\$ -	\$ -

Change Orders Approved for Allowance Modifications			
1	12/13/18	\$ 16,011.00	
2	12/05/19	\$ 43,653.00	
3	03/27/20	\$ 17,084.00	
4			
5			
TOTALS		\$ 76,748.00	\$ -
NET CHANGE TO ALLOWANCE BY CHANGE ORDERS			
		\$ 76,748.00	
ALLOWANCE REMAINING :			
		\$ 23,252.00	

1. ORIGINAL CONTRACT PRICE	8,850,686.00
2. Net change by Change Orders	-
3. CONTRACT SUM TO DATE (Line 1 ± 2)	8,850,686.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	8,755,464.00
5. RETAINAGE: (Retainage Held through Pay App 13)	676,573.85
6. AMOUNT ELIGIBLE TO DATE (Line 4 – Line 5)	8,078,890.15
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Certificate)	7,852,272.15
8. AMOUNT DUE THIS APPLICATION	226,618.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Page 2 of 3 + Line 5 above (Retainage))	771,795.85

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: Eriksen Construction Company, Inc.

By: *Casey Ackermann* Date: 5/27/20

Casey Ackermann

Payment of: \$ 226,618.00 is recommended

HDR

By: *Amit Shrivastava* Date: 05/29/20

Payment of: \$ 226,618.00 is recommended

City of Columbus

By: *Amit Shrivastava* Date: 6/1/20

500-501-57200-20047

COPY

Contractor's Application for Payment No. 9

Application Period: 5/19/20 to 6/2/20	Application Date: 6/2/2020
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
Engineer: JEO Consulting Group	Engineer's Project No.: JEO 180540.00
Owner's Contract No.:	Contractor's Project No.: NA

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).....	\$	\$712,914.32
				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).....	\$	\$671,228.41
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$633,364.91
				8. AMOUNT DUE THIS APPLICATION.....	\$	\$37,863.50
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$183,192.83
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: 6-2-20

Payment of: \$ 37,863.50
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Date)

Payment of: \$ 37,863.50
(Line 8 or other - attach explanation of the other amount)

is approved by: [Signature] 6/15/20
(Date)

Approved by: _____ (Date)
Funding or Financing Entity (if applicable)

200-200-57300-20073

COPY

Contractor's Application for Payment No. 3

Application Period: 2/2/20		Application Date: 05/30/20
To (Owner): City of Columbus	From (Contractor): (Division I) Obrist & Co., Inc.	Via (Engineer):
Project: SED #45, WED#63 48th Ave. from 42nd St to Lost Creek Parkway	Contract:	
Owner's Contract No.:	Contractor's Project No.: 19-326	Engineer's Project No.:

APPLICATION FOR PAYMENT

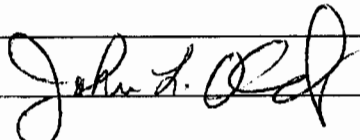
Change Order Summary

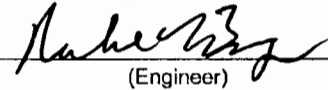
Approved Change Orders		
Number	Additions	Deductions
CO-1	\$90,000.00	
TOTALS	\$90,000.00	
NET CHANGE BY CHANGE ORDERS	\$90,000.00	

1. ORIGINAL CONTRACT PRICE.....	\$ 410,192.00
2. Net change by Change Orders.....	\$ 90,000.00
3. CURRENT CONTRACT PRICE (Line 1 ± 2).....	\$ 500,192.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 252,581.55
5. RETAINAGE:	
a. 10% X \$162,581.55 Work Completed.....	\$ 16,258.16
b. 10% X \$30,286.55 Stored Material.....	\$ 3,028.66
c. Total Retainage (Line 5a + Line 5b).....	\$ 19,286.81
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 233,294.74
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 107,506.70
8. AMOUNT DUE THIS APPLICATION.....	\$ 125,788.04
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 126,793.51

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (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 Work covered by prior Applications for Payment; (2) title of 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 Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: 	Date: 5-30-20
---	---------------

Payment of:	\$ 125,788.04	(Line 8 or other - attach explanation of the other amount)
Is recommended by:		6/18/20 (Date)
Payment of:	\$ _____	(Line 8 or other - attach explanation of the other amount)
Is approved by:	_____ (Owner)	_____ (Date)
Approved by:	_____ (Funding Agency (if applicable))	_____ (Date)

500-500-57300-20089- 110,751.49
520-520-57300-20100- 15036.55

ELM 5 30.20

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 4 PAGES

TO OWNER:

City of Columbus
P.O. Box 1677
2424 14th Street
Columbus, NE 68602-1677

PROJECT: *E911 Communications Center*

APPLICATION NO: *8 - Retainage*

Distribution to:

<input type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

PERIOD TO: *October 30, 2019*

FROM CONTRACTOR:

Bierman Contracting, Inc.
P.O. Box 1887
2560 East 29th Avenue
Columbus, NE 68601

VIA ARCHITECT:

RVW, Inc.
P.O. Box 495
4118 Howard Blvd.
Columbus, NE 68602-0495

PROJECT NOS: *BCI: 19-010
RVW: A17 112 NE AAF 044*

CONTRACT DATE: *January 7, 2019*

COPY

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- | | | |
|---|----|--------------|
| 1. ORIGINAL CONTRACT SUM | \$ | 898,500.00 |
| 2. Net change by Change Orders | \$ | 159,724.00 |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | 1,058,224.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | 1,058,224.00 |
| 5. RETAINAGE: | | |
| a. 0 % of Completed Work (Column D + E on G703) | \$ | 0.00 |
| b. % of Stored Material (Column F on G703) | \$ | |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703) | \$ | 0.00 |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | \$ | 1,058,224.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 1,005,312.80 |
| 8. CURRENT PAYMENT DUE | \$ | 52,911.20 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | 0.00 |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$159,724.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$159,724.00	\$0.00
NET CHANGES by Change Order	\$159,724.00	

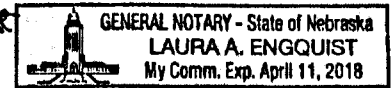
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: *Matt Keenan* Date: October 30, 2019

State of: *NEBRASKA* County of: *PLATTE*
Subscribed and sworn to before me this 30th day of October, 2019

Notary Public: *Laura A. Engquist*



My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 52,911.20

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

ARCHITECT:

By: *[Signature]* Date: 3/9/2020

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

CIP 19-258
211-755

- E. Title III-B (supportive services), Title III-C (nutritional services), and Title III-E (family caregiver support services) grant funding from Northeast Nebraska Area Agency on Aging for activities, meals, and caregiver support services at the Community Center.

MEMORANDUM

DATE: June 5, 2020
TO: Tara Vasicek, City Administrator
FROM: Doug Moore, Public Property Director
SUBJECT: 2020-2021 Acceptance of Grant and Nutrition Agreements with Northeast Nebraska Area Agency on Aging (NENAAA)

RECOMMENDATION:

Staff recommends the acceptance of the III-B Supportive Services Subaward, III-C Nutrition Subaward, and the III-E Family Caregiver Support agreements from the Northeast Nebraska Area Agency on Aging (NENAAA).

DISCUSSION:

The NENAAA administers federal and state activity subsidies (III-B), meal subsidies (III-C), and caregiver subsidies (III-E) for senior centers in northeast Nebraska. Our application for funds has received its final approval and formal acceptance of the grant is now required.

FISCAL IMPACT:

The III-B activity subsidy grant provides a maximum of \$77,725 in federal and state funding. The III-C nutrition agreements provides for a maximum of \$67,717 in federal and state funding. The III-E caregiver support grant provides a maximum of \$3,500 in federal and state funding. These funds will cover approximately 29% of the cost of the Community Center operation.

ALTERNATIVES:

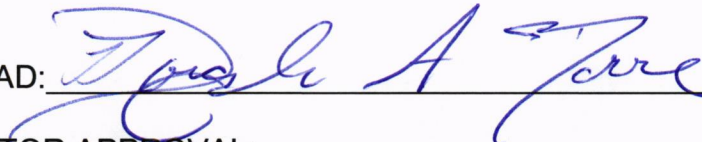
If we do not accept these funds, additional funding would be necessary from other sources in order to maintain services at the Columbus Community Center.

CONCURRENCE:

The agreements and grant notifications have been reviewed by the Community Center Manager and Finance Director and they concur with the acceptance of the award.

SIGNATURE:

DEPARTMENT HEAD:



CITY ADMINISTRATOR APPROVAL: _____

III B SUPPORTIVE SERVICES AGREEMENT

This contract by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called "Agency," and **City of Columbus** hereinafter called "Contractor".

1. **RECITALS.**

(A) Agency is a single purpose unit of government of the State of Nebraska authorized to provide services for persons 60 years of age or older within the Northeast Nebraska area.

(B) Agency has received a subaward from the Nebraska Department of Health and Human Services State Unit on Aging, an agency of the State of Nebraska, to provide supportive services to persons 60 years of age and older in planning and service area "C".

(C) Contractor is presently operating as a provider of supportive services and is capable and desirous of providing such supportive services as are hereinafter enumerated for and on behalf of the Agency.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

2. **AGREEMENT.** contractor is hereby retained and appointed by Agency to provide supportive services to designated sites (see #19 (G)), as a part of the III B program for the elderly within the Northeast Nebraska planning and service area and any other area designated by Agency.

3. **ELIGIBILITY.** Participants that are 60 years of age or older are eligible for III B supportive services.

4. **DEFINITIONS of III B SUPPORTIVE SERVICES:**

(A) **Information and Assistance:** (I & A)

A service that: Provides individuals with information on services available within the community, including information relating to assistive technology;

- Assesses the problems and capabilities of the individuals;
- links individuals to the services and opportunities that are available;
- to the maximum extent practicable, ensures that individuals receive the services needed and are aware of opportunities available by establishing adequate follow-up procedures (but not mandatory).

Must be a one on one contact.

(B) **Outreach:**

An interactive activity that conveys information about available services, aging or the aging network (your senior center, NENAAA, etc). It includes in-person interactive presentations, booth/exhibit at a fair, conference or other public event. This service includes Public Education and Presentations. Examples are Senior Center parade float with senior center info, senior center booth at health fair, AARP does a presentation at the center, and senior center does a presentation on their services.

Activity is a group setting.

(C) **Assisted Transportation:**

Services or activities that provide or arrange for the travel. This service includes escort to a person who has physical or cognitive difficulties. Example: driver assists person from their home to the vehicle and again into the center or other destination. The senior center coordinates the transportation service.

Counted by the number of one-way trips. Demographic is needed. DO NOT COUNT NDOR/NDOT.

(D) Transportation:

Services or activities that provide or arrange for the travel. Transportation from one location to another.

Example: Tom was asked by center manager to pick up Betsy on his way to the center. The senior center coordinates the transportation service.

Counted by number of one-way trips. DO NOT COUNT NDOR/NDOT.

(E) Nutrition Education:

Program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information (as it relates to nutrition). Information that is consistent with the current Dietary Guidelines for Americans and instructions to participants or caregivers, overseen by a dietician or individual of comparable expertise. Programs and presentations must be from a reputable and accredited source. Presentation can be one on one or in a group setting. *Nutrition Education during Congregate Meals requires a presentation; Nutrition Education material shall be delivered to home delivered clients and counted. NENAAA will provide material twelve times per fiscal year.* Counted by the session and estimated audience size (utilize sign in sheets).

(F) Health Promotion/Disease Prevention Qualified: (previously Health Clinic and Qualified trainer)

Health programs that help older individuals “age in place” and with a higher quality of life. Activities may include those defined by OAA (section 102 (14)).

For example:

- routine health screenings,
- medication management,
- FROGS and other exercise groups led by certified trainers

Counted by the person. A demographic is needed.

(G) Health Promotion/Disease Prevention Non-qualified: (previously Health Education and Non-Qualified trainer)

Health programs that help older individuals “age in place” and with a higher quality of life. Activities may include those defined by OAA (section 102 (14)). For example:

- health education,
- exercise groups following a video, individual exercise, age-related diseases and chronic disabling condition information,
- counseling regarding social services, and follow-up health services,
- educational services for individuals and their caregivers and or physical fitness, group exercise, music therapy, art therapy, and dance movement therapy (non certified leader)

Counted by the person. A demographic is needed.

(H) Information Services:

A media activity that conveys information about available services, aging or the aging network. It is a mode of communication.

For example:

- Senior Center Facebook posts
- TV ads/PSAs
- Radio ads/PSAs, website hits
- Brochures
- Newspaper ads
- Newsletters

Communications must come from the senior center and not personal social media accounts. Any printed material shall be counted when the cost is incurred (when brochures are printed, when newspaper ad is billed, etc).

Counted by the activity (flyers is one activity, senior center menu in newspaper is one activity, repeated Facebook post about same upcoming event is one activity) and estimated audience size.

(I) Counseling:

Services that assist older adults to address issues, concerns, or make decisions. Counseling must be provided by someone certified in their field. The provider can be a volunteer or paid.

For example:

- Financial counseling
- SHIP and Health Insurance
- Housing
- Taxes

Does not include: Nutrition Counseling, Caregiver Counseling or Transitional Options Counseling

One on one and counted by the hour. A demographic is needed.

(J) Material Distribution:

The provisions of goods to an older individual which will directly support the health and independence of the individual with an assessed need.

For example:

- Fans and heaters
- Briefs
- Commodities
- Food pantry
- Eyeglasses
- Smoke detectors
- Medical equipment (Walkers, canes, etc)

Expanded beyond medical equipment. Counted by the unit and is a one on one. Demographic needed.

(K) Social Activities:

The provision of activities which foster the social well-being of individuals through social activity interaction and the satisfying use of leisure time. Activities should be at the senior center or organized/planned by the senior center.

For example:

- Organized pool tournament
- Planned trip to a local point of interest (not to a casino)
- Planned book club
- Planned knitting circle

Spontaneous activities are not counted. Social activities are counted by the person and clock hour (15 minute increments)

(L) Senior Center Hours:

Hours of a multi-purpose senior center that is open to older individuals (center must offer services beyond meals). Counted by the hour Report ONLY the center's hours of operation. If the center has advertised/announced it is closed for its normal daily activities, then senior center hours cannot be counted (even if the manager is at the center). Does not include fundraising events.

5. **SUPPORTIVE SERVICES TIMES.** The contractor plans to be closed and not offer services on the following holidays:

New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day,
Veterans Day, Thanksgiving, the day after Thanksgiving, and Christmas.

Services shall be made available between the hours of 7:30AM to 4:30 PM. The contractor shall provide supportive services 5 days per week. Services are normally to be provided Monday through Friday, however, the contractor may choose to provide services on Saturday or Sunday.

6. **DISCRIMINATION PROHIBITED.** The contractor shall not discriminate against any applicant to the program, or any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, religious creed, race, handicap, or sex. This shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training under apprenticeship. The contractor further agrees to insert a similar provision in all contracts for services allowed under this Agreement.

7. **REPORTING:**

(A) **Financial/III C Nutrition Reports:** Accurate financial reports, as required, must be filed with the Agency office *the 6th day of each month*. Only *error free reports* will be accepted by the Agency no later than 10 A.M. on the 6th day of each month. If your reports are received on or before the 5th at 5 pm, Agency staff will attempt to contact you for needed corrections. If contractor is unavailable, the reports will be set aside and no reimbursement check will be written.

(B) **Logsheets,** as required, must be filed with the Agency office *by the 6th day of each month by 10 A.M.* Logsheets totals must match the financial/nutrition reports. Only error free logsheets will be accepted by the Agency no later than the 10 A.M. on the 6th of each month. If your logsheets are received on or before the 5th at 5 P.M., Agency staff will attempt to contact you for needed corrections. If contractor is unavailable, the logsheets will be set aside and no reimbursement check will be written.

(C) **Demographic forms** should be filled out on all congregate and home-delivered meal participants after they have received 3 meals. The original demographic form must then be sent into the Agency office and a copy kept on file at the nutrition site. The demographic form, including the nutrition risk assessment portion, must be updated annually between July 1st and October 31st.

(D) **Filing Deadlines.** When the 6th day of the month falls on a Saturday, reports are due the Friday before at or before 5:00 p.m. When the 6th day of the month falls on a Sunday, reports are due the Monday after at or before 10:00 A.M. Any contractor FAILING to meet the reporting deadlines, funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate. September and June reports must be done within the deadlines or risks losing all funds for September and June due to the Federal and State fiscal year ending. Normal reimbursements occur after the Governing Board meeting of the Agency on the third Thursday of each month.

(E) **Other Data.** contractor hereby agrees to supply Agency with any and all data and information as may be requested from time to time and contractor shall promptly and accurately submit written reports to Agency whenever requested to do so. All information shall be delivered via e- mail (when appropriate, information may be faxed/sent via US mail).

(F) **Keeping of Records.** contractor hereby agrees to keep full and accurate sales, financial, procurement and other necessary records relating to all items covered by this agreement. Contractor acknowledges that it shall receive compliance testing at least every two years and contractor shall keep all such records on file as established by Administration of Community Living, Internal Revenue Service and the Secretary of State. Contractor shall permit authorized auditors and officials, upon request of the Agency, to have access to all such records for audit and review. In addition, authorized officials of Agency shall have the right to conduct on-site reviews of, but not limited to, all files pertinent to the annual evaluation, the III B Supportive Services Agreement and service providers.

(G) **False/Misleading Report.** The submission of any false or misleading report by Contractor, or the request of the contractor for this Agency to pay for the same service to an individual, shall result, at the option of the Agency, in the immediate cancellation of this Agreement. Contractor shall be liable for any and all damage or loss occasioned by the submission of any false or misleading report.

(H) **Misuse of Funds.** Personal purchases, such as food items, office items or personal motel charges, made from

the contractor's accounts, such as checking account, savings account, debit/credit card, or nutrition site cash, shall at the option of the Agency, in the immediate cancellation of this Agreement.

8. ADMINISTRATIVE PROVISIONS.

(A) Rules and Regulations. Contractor shall comply with all of the rules, regulations and policies of the Federal Administration on Aging, Nebraska Department of Health and Human Services State Unit on Aging, Northeast Nebraska Area Agency on Aging, and any other federal or state requirements applicable.

(B) Equipment. All equipment purchased and or repaired with funds resulting from this Agreement, shall remain the property of the contractor as long as the equipment is used to benefit the local senior citizens' program and programs authorized under this Agreement. THIS EQUIPMENT CANNOT BE SOLD OR OTHERWISE DISPOSED OF WITHOUT OBTAINING THE PRIOR WRITTEN PERMISSION OF AGENCY. All center equipment cannot be used for personal use even during non-working time.

(C) Reduction of Funds. In the event that all of the program funds received by the Agency from the Nebraska Department of Health and Human Services State Unit on Aging are not allocated to the Agency as planned, Agency has the absolute right to reduce the grant funds to contractor accordingly.

(D) Attendance at Trainings. All center directors, center board members and employees must attend training sessions as requested by Agency. These trainings are mandatory.

(E) III B Units of Service Reimbursement. Agency will only pay for defined III B Supportive Services units provided to qualifying individuals who are 60 years of age or older set forth by Older Americans Act (OAA).

(F) Term. The term of this agreement shall commence from July 1, 2020 through June 30, 2021.

(G) Daily Operation. The person responsible for the daily operation of the III B Supportive Services on behalf of the Contractor is:

Name: Cynthia Branting
Address: 3111 19th Street, Columbus, NE 68601
Phone No.: (402) - 563 - 4444

(H) Ceiling. Unless otherwise agreed or revised, this agreement shall constitute a ceiling for all participation of Agency in the approved cost.

(I) Identify Source of Funding. The contractor will identify the source of funding for this Agreement, including all material published that mentions the III B program. The following statement is to be used: "Partial funding for this program is provided by the Northeast Nebraska Area Agency on Aging".

9. CONTRIBUTIONS. All III B Service contributions shall be reported as non-match. Contributions are received only from those individuals who are 60 years of age or older, meeting eligibility set forth by OAA. All other individuals must pay full price for the service.

10. REIMBURSEMENT TO CONTRACTOR. The total reimbursement to the contractor will be based on the contractor's number of Title III B units of services proposed in their budget in each service category multiplied by the contractor's reimbursement rate for each service (as shown in the table below). Agency agrees to provide a reimbursement amount not to exceed the total budgeted dollar amount in each category of III-B service (see table below) during the term of this Agreement, unless prior written approval is obtained by the contractor from the Agency. In addition, contractor may receive contributions. All such contributions for services provided shall remain with contractor. Should the contractor's anticipated program income be less than budgeted, the Agency will not be liable for any shortfall. Should the program income exceed the above figure, all excess will stay with the contractor.

Title III-B Service	Total Number of Budgeted Units	Reimbursement Rate per Unit	Total Federal/State Funds Allocated
Information & Assistance	469	\$2.00	\$ 938
Outreach	12	\$15.00	\$ 180
Assisted Transportation	3,661	\$1.00	\$3,661
Transportation	4,058	0.25	\$1,015
Nutrition Education	12	\$10.00	\$ 120
Health Promotion (qualified)	7,533	\$4.75	\$35,782
Health Promotion (non-qualified)	19,398	\$.35	\$6,789
Information Services	516	\$3.00	\$1,548
Counseling	160	\$6.00	\$ 960
Material Distribution	2,276	\$4.00	\$9,104
Social Activities	34,256	\$.25	\$17,128
Senior Center Hours	1,608		\$ 500
Total			<u>\$77,725</u>

11. **CONTRACT COMPLIANCE AND ENFORCEMENT.** It is the responsibility of the Agency staff to inform the Agency Executive Director of any contractor’s failure to comply with the terms of this agreement. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this agreement:

(A) Notification of Non-Compliance of III B Supportive Services Agreement. After it has been determined by Agency staff that the terms of this agreement are not being met, written notification of non-compliance shall be sent to the contractor by the Area Agency. The notification shall set forth the portion of the agreement being violated.

(1) Repeated Non-Compliance. In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of the Agency shall notify the contractor in writing that funding shall be withheld until such time Contractor is in compliance. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(2) Loss of funding. The Executive Director of the Area Agency will notify the contractor, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of agreement will be presented to the Agency Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

(3) Grievance Procedure. See section 12 (A), #1 and #2.

(B) Notification of Non-Compliance of Annual Monitoring Visit. According to the Agency’s contractor monitoring policy, in the event of more than five violations, the Agency shall conduct an UNANNOUNCED follow-up evaluation after the 30 days allowed for contractor to come into compliance with any recommendations found and within 90 days from the original evaluation. If violations are corrected no further action will be taken. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(1) Repeated Non-Compliance. In the event any or all of the violations as determined above have not been corrected, the Executive Director of the Agency shall notify the contractor in writing that funding shall be withheld until such time all recommendations have been corrected and a second UNANNOUNCED evaluation has been done by the Area Agency. In the event the violations have not been corrected after the second unannounced evaluation, the Executive Director of the Agency shall proceed as set forth herein.

(2) Notification of Null and Void Sub Award. The Executive Director of the Area Agency will notify the contractor, in writing, that said agreement has been rendered null and void until such time violations are corrected and approved by the Area Agency Executive Director, Nutrition, Health and Services Coordinator and or Fiscal Officer. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

(3) Grievance Procedure. See section 12 (A); #1 and #2

(C) Non-compliance of Annual Monitoring Visit Response. In the event the contractor has 5 or less recommendations, the contractor has 30 days to respond and or show proof of compliance. If contractor fails to meet this deadline a written reminder will be sent via e-mail. If the contractor fails to respond in writing or show proof of compliance with 60 days of the monitoring visit, funds will be withheld until the contractor is in compliance. If the fiscal year ends before compliance is met all funds will be lost.

12. GRIEVANCE PROCEDURE.

(A) In the event that a dispute arises under this agreement or with the nutrition activity within the senior center on the part of contractor, such dispute shall first be taken to the Nutrition, Health and Services Coordinator or Fiscal Officer of the Agency. If said dispute is not settled to the satisfaction of contractor, contractor may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, contractor shall have the right to:

1. Public Hearing. A public hearing may be requested by the contractor if they have been notified in writing that they have not complied with the terms and conditions of this agreement and this agreement has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this agreement. In the event the Compliance Board, as set forth herein, determines that the terms of this agreement were not violated, then those services provided by contractor after termination notice will be paid.

2. Compliance Board. The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one nutrition site manager, who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a nutrition site or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the agreement and determine if the contractor is in violation of the terms and conditions of said sub award, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

13. TERMINATIONS. Either party may cancel during the term of this agreement, for reasons other than a violation hereof; provided, however, that the terminating party shall give the other party 30 days prior written notice of any such termination. A copy of board minutes approving agreement termination shall be submitted with the written termination notice. Said 30 days' notice provision may be extended, *but not beyond June 30th*, in the event of a grievance procedure on the part of the contractor.

14. **RETURN OF FUNDS.** Contractor may be required to reimburse Agency for any costs or expense, which may be disallowed as a result of an audit by the Agency, federal/state government or agency thereof.
15. **EMERGENCY TERMINATION.** In those instances where the agreement violation threatens the health, welfare and safety of participants and/or staff of the contractor, an emergency may be declared. After an emergency hearing and determination by the Agency Governing Board Executive Committee, this agreement may be declared null and void and all payments to contractor terminated.

16. **INDEMNITY AND INSURANCE.**

(A) **Hold Harmless Agreement.** Contractor agrees to indemnify and hold Agency harmless from and against all claims, damages, loss and causes of action, of whatever nature, arising from any act, omission or negligence of contractor or contractor's agents or employees, to any person or to the property of any person, or arising from any accident, injury or damage whatsoever caused to any person or the property of any person occurring during the term of this agreement. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.

(B) **Insurance Required.** Contractor hereby agrees during the term hereof to maintain adequate general aggregate insurance, bonding and other insurance, which shall include fire and extended coverage insurance on all buildings, equipment and/or contents purchased in whole or in part by funds received from Agency, with reputable insurance companies approved by Agency as hereafter set forth and, upon request, to furnish agency with certificates of insurance properly executed by the insurance company evidencing such fact, giving 30 days prior written notice to Agency in the event of cancellation or material alteration of such coverage. The insurance coverage to be maintained by contractor shall include minimum insurance coverage of:

- a) General Aggregate insurance coverage of one million dollars
- b) Product liability coverage of one million dollars (for those centers that do meals at their facility)
- c) Per occurrence of one million dollar
- d) Bonding insurance coverage for a dollar amount approximate to the dollar amount on deposit in Contractor's bank accounts

The Northeast Nebraska Area Agency on Aging shall be named as additional insured on all such insurance policies.

17. **FAILURE TO PROVIDE SUPPORTIVE SERVICES.** In the event that the contractor fails to provide III B supportive services to eligible participants, as agreed upon herein, the Agency may procure III B supportive services elsewhere, and charge or deduct from any amount payable to the sub recipient the cost of such replacement services, plus any expenses incurred by the Agency in procuring such services.

18. **ASSIGNMENT OF AGREEMENT.** Contractor shall not assign this agreement, or any part thereof, nor subcontract any of contractor's duties or responsibilities hereunder, without obtaining the prior written consent of the Agency.

19. **MISCELLANEOUS PROVISIONS.**

(A) This agreement shall be governed by and construed under the laws of the State of Nebraska.

(B) This agreement shall insure to and be binding upon the parties hereto, their successors, assigns and transferees.

(C) The parties hereto agree that with respect to the performance of all terms, conditions and covenants of this Agreement, time is of the essence.

(D) This agreement contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

(E) This Agreement may only be modified in writing and signed by the parties in interest at the time of such modification.

(F) All provisions of this Agreement are subject to the Americans with Disabilities Act (20CFR 1601, 38 CFR 35).

(G) Designated III B supportive services alternate sites as indicated in paragraph "#2 Agreement" shall be:

Crown Villa, West Port, and Real Life, which are all independent living quarters.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers this 15th day of June, 2020.

NORTHEAST NEBRASKA AREA AGENCY ON AGING (Agency)

By *[Signature]*
Chairman, Governing Board

ATTEST:

By *[Signature]*
Connie L. Cooper
Executive Director, NENAAA

City of Columbus
(Contractor)

By _____
Board Chairman/designated person

ATTEST:

By *[Signature]*
Manager/Coordinator

III C NUTRITION AGREEMENT

This Agreement is made and entered into this 1st day of July, 2020, by and between the Northeast Nebraska Area Agency on Aging, Norfolk, Nebraska, hereinafter called "Agency," and City of Columbus Hereinafter called "Contractor".

1. **RECITALS.**

(A) Agency is a single purpose unit of government of the State of Nebraska authorized to provide services for persons 60 years of age or older within the Northeast Nebraska area.

(B) Agency has received a sub-award from the Nebraska Department of Health and Human Services State Unit on Aging, an agency of the State of Nebraska, to provide a nutrition service program to persons 60 years of age and older within the Northeast Nebraska area.

(C) Contractor is presently operating as a provider of food services and is capable and desirous of providing such food services as are hereinafter enumerated for and on behalf of the Agency.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

2. **AGREEMENT.** Contractor is hereby retained and appointed by Agency to purchase, prepare and serve to designated serving sites (see #30 (G)), meals as a part of the nutrition program for the elderly within the Northeast Nebraska area and any other area designated by Agency.

3. **ELIGIBLE:** who may participate in the Older Americans Act (OAA) nutrition program.

(A) Congregate meals:

1. Any person age 60 or over.
2. Under age 60 spouse accompanying individual that is 60 years or older.
3. Individuals providing volunteer services during meal hours.
4. Individuals with a disability, who resides at home with a person 60 years of age or older
5. Individuals with a disability who reside in housing facilities occupied primarily by older persons at which congregate nutrition services are provided.

(B) Home Delivered meals:

1. Any person aged 60 or older that is frail, homebound by reason of illness or incapacitating disability that prevents them from attending congregate nutrition services.
2. A spouse of an eligible individual (eligible individual is 60 years of age or older that is unable to attend a congregate meal).
3. Individuals with a disability who resides at home with an eligible individual (eligible individual is unable to attend the congregate meal and receives a home delivered meal)

(C) Volunteer meals:

1. An individual under age 60, who provides volunteer services during meal hours, only on the day they volunteer their services (preparation of meal, set up of all tables, serving of meal, kitchen or dining room cleanup, meal delivery etc.). Eligible to receive the congregate meal only the suggested contribution rate (no carryout meals allowed).

(D) Caregiver meals (home delivered meals):

1. The caregiver of a spouse of an eligible client, the caregiver may receive a home delivered meal for a suggested Contribution. Home-Delivered Meal Assessment and demographic form must be filled out on spouse also.

4. **INELIGIBLE:** meals will not be funded by the OAA nutrition program and the full cost of the meal shall be paid.

(A) Congregate meals:

1. Any person under age 60.
2. Under age 60 spouse of a non-participating 60+ spouse.
3. Meals purchased by a business/entity, senior center or another person, other than the meal participant, must pay the full price of the meal and the meal is not an eligible meal (no one can "buy" a suggested contribution).

(B) Caregiver meals (home delivered meals):

1. If the caregiver is under 60, other than a spouse, the meal for the caregiver is for the full price of the meal.
2. An over 60 caregiver, other than the spouse, is not eligible for a home delivered meal and must pay the full cost of the meal.

(C) Carryout meals:

1. Regardless of age, carryout meals are not eligible meals and must pay the full cost of the meal.

5. **CONTRIBUTION STANDARDS:**

1. Each eligible participant shall have an opportunity to voluntarily and anonymously contribute toward the cost of the provided meal service.
2. Agency shall establish and implement procedures which will protect the privacy of the client's decision to contribute or not contribute toward the meal service rendered.
3. Under no circumstances may an eligible client be denied service(s) by a Contractor who received funds from the Agency (for that service) because of the client's decision not to contribute for services rendered.
4. There shall be a locked contribution box, placed away from the ticket and change table, which shall not be monitored for contributions, in order to assure the confidentiality of the donation.
5. Participant contributions shall be counted by two volunteers, and both individuals shall sign a form attesting to the correct amount. A copy of such signed documentation shall be kept on file.
6. Bank deposits will be made daily.
7. Daily sign-in sheets or other acceptable documentation, provided by Agency will identify participants, guests, volunteers and staff.
8. A separate lock box shall be used for collecting non-eligible meal cost fees.

6. **MENUS AND MEAL PLANNING.**

(A) Menu Planning. Each meal served by Contractor must contain at least one-third of the current Dietary Reference Intakes and Dietary Guidelines. Nutrients that must be considered are protein, calcium, iron, folate, fiber, fat, zinc, magnesium, sodium, vitamin A, vitamin C, vitamin B12, vitamin B6, vitamin k, thiamin, riboflavin, and niacin.

Menu planning will be designed to include a variety of foods, color texture and contrast; avoiding excess fat, saturated fats and cholesterol; including foods with complex carbohydrates and fiber; avoiding excess refined carbohydrates (sugar); avoiding excessive sodium.

(B) Menu Approval. Contractors must submit menus to the Agency and the assigned Registered Dietician in a calendar format for approval on a quarterly basis. *The 3-month cycle of menus must consist of a minimum of one 20-day menu*

or a maximum of one 23-day menu to be repeated during the 3-month cycle. Menus, in a calendar format listing portions of each food item, must be submitted to the Agency and the assigned Registered Dietician on or before the 1st day of June, September, December and March (one month prior to the start of the 3-month cycle). When the 1st day of the month falls on a Saturday, menus are due the Friday before. When the 1st day of the month falls on a Sunday, menus are due the following Monday. If Contractor submits the menus and or the revised menus so late that it does not allow for adequate time for menu review and approval, any meals that have not had menu approval will not be reimbursed. ***All menus must be pre-approved to receive reimbursement.***

June 1st for July, August & September

September 1st for October, November & December

December 1st for January, February & March

March 1st for April, May & June

(C) Food Substitution. Each meal will be served as originally approved. Food substitutions if any, must be of equal or higher nutritional value and may not reduce the nutritional content of the meal as approved; main entrée must be a similar food group, i.e. beef for beef, pork for pork, etc. The Agency must be contacted with main entrée substitutions. Substitutions will be held to a minimum. Any deviation will be written on a substitution form provided by the Agency and kept by Contractor for a period of three years. Random review of food substitutions will be done by Agency.

(D) Meal Pattern. The menu pattern shall satisfy the requirements of the provision of one-third of the current Dietary Reference Intakes. The following factors must be considered when menus are planned:

1. All foods must be specifically and precisely identified so that the nutritional content can be properly evaluated. For example, listing "fruit, juice or cookie" does not provide enough information to accurately determine the nutritional content of the menu.
2. Food items within the meat and meat alternatives, vegetable, and fruit groups shall be varied within the week and menu cycle. There should be minimal duplicates during any one-week period with the exception of bread, milk, and potatoes.
3. Food items identified as "fluff" salad or desserts will increase nutrient content but cannot count as a fruit or vegetable portion. "Frog-eyed" salad and nutrient dense desserts, such as pumpkin, fruit cocktail or applesauce bars or cakes, will count as a bread item but cannot be counted as a portion of fruit/vegetable.
4. Menus are required to meet the daily nutrient requirements of 1/3 the Dietary Reference Intakes for the following nutrients:
 - Protein – 22 grams per meal
 - Fiber -10 grams per meal
 - Vitamin A – 300 ug per meal
 - Vitamin C – 30 mg per meal
 - Folate – 133 mg per meal
 - Calcium – 400 mg per meal
 - Iron – 3 grams per meal
 - Potassium – 1,566 per meal
 - Sodium –1000 mg or less per meal

(a) Protein requirement will meet 1/3 of the Dietary Reference Intakes. Daily protein will be calculated from all food sources, meat, meat alternatives, beans, and dairy products.

(b) Fiber requirement will meet 1/3 of the Dietary Reference Intakes. Daily fiber requirements will be met by offering fresh fruits and vegetables, incorporating peelings, whole grain products such as brown rice, whole grain pasta, mixture of white/whole grain and or rice, whole or cracked wheat bread, and dried bean items. Serving of white bread should be kept to a minimum. See attachment A.

(c) Vitamin A and C requirement will meet 1/3 of the Dietary Reference Intakes. Vitamin A and C foods will be served daily – fresh or frozen items are preferred. Maintaining these nutrients will be best served with minimal cooking, via a steamer, or oven baked. If cooking in water, retain the water for sauces, gravies or part of the liquid when mashing

potatoes. Vitamin A rich foods offered three (3) times per week, vitamin C offered daily from a fair source and three (3) times a week from a good source will assure nutrient content is met. Foods rich in vitamin A and C – see attachment A.

(d) Folate requirement will meet 1/3 of the Dietary Reference Intakes. Folate is a nutrient found in fortified breads, cereals, pastas, enriched rice, bean items, some vegetables, and home-made cereal/flour based desserts (pies, cookies, crisps, rice crispy bars, etc). See attachment A.

(e) Calcium requirement will meet 1/3 of the Dietary Reference Intakes. Calcium is found in all dairy products, canned fish items with bones, green leafy vegetables, spinach, broccoli, fortified orange juice, tofu, and enriched soy milk. See attachment A.

(f) Iron requirement will meet 1/3 of the Dietary Reference Intakes. Iron is found in all meat items, beans, dried peas, canned spinach, sweet potatoes, mixed vegetables with lima beans, dried apricots, peaches, prunes, raisins, prune and tomato juice, walnuts, molasses, and enriched pasta and bread. See attachment A.

(g) Potassium requirement will meet 1/3 of the Dietary Reference Intakes. Potassium is found in fresh fruits and vegetables. Potassium is found in the peelings of foods, therefore, every effort should be made to serve foods incorporating the peeling (baked potato, potato wedges with skin, mashed, hashed, or French fried potatoes with peelings). Refrain from using boxed, instant or frozen potatoes. See attachment A.

(h) Sodium requirement can be reduced by using fresh and frozen vegetables. Limit canned foods, convenience entrees, mixes, sauces, and baked items that offer few nutrients other than fat and sugar. Cooking with salt should be minimal. See Attachment A.

Nutrient content must be met for each menu but the following minimums must be served:

- Main entrée shall be no less than 3 ounces of edible protein.
- 1 ½ cups of fruit and or vegetables.
- Two 1 oz servings of bread items –this can be met in the following ways:
 - 2 oz of high fiber bread
 - ½ cup of bread alternatives (pasta, oatmeal and or rice) along with 1 oz of bread
 - fiber dense desserts along with 1 oz bread
 - sandwich item that contains 2 slices of bread or 1 bun
- 8 oz of milk.
- 1 tsp margarine

Accompaniments will need to be added to the menu for appeal and participant satisfaction, e.g., coffee, tea, water, condiments, additional margarine, ketchup, mustard, sour cream, mayonnaise, tartar sauce, salad dressing, etc.

7. **PERFORMANCE ACCOUNTABILITY.** Emphasis on accountability and performance measures to demonstrate service and or program efficiency, effectiveness and quality. Contractors that repeatedly are in non-compliance of performance accountability (raw food, minutes per meal, quality of product, etc.) may jeopardize their opportunity to receive reimbursement increases and or additional funding.
8. **RAW FOOD COST PER MEAL.** The Area Agency annually establishes a recommended maximum raw food cost per meal to assist centers in controlling costs and fundraising. Any senior center showing non-compliance with raw food cost per meal, on the monthly financial/nutrition report, must provide a written explanation. Continued high raw food costs may result in the center being notified of non-compliance with the Nutrition Agreement (See Contract Compliance & Enforcement, #22 A).
9. **PORTION CONTROL.** Prevents not having enough food at serving time, eliminates waste and assures the recommended quantity to each participant. Any Agency staff member may check portions when they are at the senior center on any given day. If the appropriate portion does not meet all recommendations each contractor will

receive one written warning per fiscal year. After the written warning, if portions are not met, funding will not be provided for all meals served on that particular day.

10. **FOOD QUALITY.** In the context of food production, quality refers to a product's taste, texture, appearance, color, variety, nutritional value and overall level of excellence. To achieve an excellent finished product each time the following should be adhered to:

- Do not overcook foods. Prepare and cook foods to enhance flavor and to maintain color and texture.
- Prepare different types of food for each meal (Example: chicken, ham, roast beef, etc.).
- Use different methods of food preparation (Example: baking, boiling, steaming, etc.)
- Use a variety of textures (Example: mashed potatoes and carrot sticks).
- Two colorful food items will be used in each meal (Example: green beans and peaches).
- Garnishes can and should be used to add color and to "dress up" the food item (Example: whip topping on apple crisp; nutmeg on custards, etc.).
- Serve fruits, custards, puddings, etc. chilled.
- Use herbs and spices to enhance flavors. (Example: nutmeg, garlic or onion powder, parsley flakes, etc.)
- Use only good quality foods.
- Serve hot foods at 140 degrees F or above and cold foods at 40 degrees F or below.

The minimum standard of food to be used by the Contractor will include:

- Canned fruit and vegetable - USDA Grade A.
- Fresh fruit and vegetables - No. 1 quality.
- Poultry - USDA Grade A or better.
- Beef - USDA Choice or better. Ground beef should be no more than 20% fat content.
- Pork - USDA No 1. or better
- Eggs and Dairy Products - USDA Grade A or better. Eggs can be purchased from licensed farm (license # must be on file at the center).
- Salt - iodized.

(F) Serving Times. The Contractor plans to be closed and not serve on the following holidays:

New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, and Christmas.

Meals shall be made available between the hours of 12:00 PM and 12:30 PM. Contractor is encouraged to serve a breakfast, brunch or evening meal. Permit all participants to eat a leisurely meal.

The Contractor shall serve meals a minimum of five days per week. Meals are normally to be served Monday through Friday, however, the Contractor may choose to serve meals on Saturday or Sunday as one of the five days required. If Contractors remain within funding allocation, meals could be provided for more than five days a week.

(G) Weather Closing Policy – All Contractors must establish a weather closing policy, keeping in mind the home delivered meal participants if it is to be more than one day. Policy shall state the protocol for closing and a procedure for providing home delivered meals if center is closed for more than one day.

Congregate meal cancellations, due to bad weather, should be made up at the center's convenience.

(H) Emergency Meal Policy. If meals cannot be provided, other than due to bad weather, the Agency must be notified immediately and Contractor follow plan of action set forth in Contractor's written emergency meal policy. In the event contractor does not provide meal service during this time (see page 13, #28, Failure to Provide Meals).

(I) Catered Meal Contract. All Contractors, whose meals are catered from a restaurant, hospital, nursing care facility or senior center must have a contract, provided by the Agency, with the catered facility. A copy of the signed contract must be on file with the Agency prior to the Contractor receiving funds.

(J) Home-Delivered Meals.

1. Contractors which provide home delivered meals must protect the health and safety of the participants, insuring that the hot food is 140 degrees F or hotter, and the cold food is 40 degrees F or colder when delivered to the participants. To assure quality temperature, all food must be placed in tested temperature control containers, and then placed in an insulated container for delivery. No sacks or boxes can be used to deliver the meal. If a route takes longer than 45 minutes, the route needs to be shortened with only a few meals sent out at a time or divided into multiple routes.
2. On a quarterly basis, an extra meal must be sent, alternating routes, so temperature checks can be taken of each food before and at the end of the home delivered route. Records of these temperature checks must be recorded and kept on file. Temperatures must stay out of the temperature danger zone of 40 degrees to 140 degrees (see page 7, Sanitation and Safety, # 5).
3. No participant in the home delivered meal program can receive a home delivered meal on a permanent basis without a medical, mental or physical reason. A home-delivered meal assessment must be done by senior center staff to determine eligibility for home delivered meals before meal service starts. The participant receiving a home delivered meal must have his/her status reviewed annually between July 1st and October 31st and shall receive such meal as set forth in the policy adopted by the Agency. Any person receiving a home delivered meal shall have a written assessment kept on file at the office of the Contractor.
4. A temporary home-delivered meal may be provided for *14 consecutive days or less* without an assessment being completed by the Contractor. A temporary home-delivered meal tracking form, provided by the Area Agency, must be completed by Contractor and kept on file. If meals go beyond the 14 days, Contractor must get a demographic and home delivered meal assessment form filled out by the participant. *Please refer to the Area Agency's Home Delivered Meal Policy.*

11. CONGREGATE MEAL SITES SHALL:

- (1) include procedures for collecting feedback from participants about services received.
- (2) ensure the service of a meal to a participant who has failed to make a reservation, when food is available. Eligible participants shall be assured of a meal before ineligible participants/paid staff.
- (3) have paid staff/volunteer physically on site during meal time.

12. SANITATION AND SAFETY. Compliance with federal, state, and local fire, health sanitation, safety and building codes, regulations, licensure requirements, and other provisions relating to the public health, safety, and welfare applicable to each congregate nutrition center used in the congregate nutrition program is required in all stages of food service operations.

- (1) Specifically regarding food and food service, the service provider must comply with the Food Service Sanitation Manual, State of Nebraska Department of Health and Human Services, and other applicable provision of State and local laws regarding safe and sanitary handling of food, storage, preparation, service, equipment and utensils, and on surfaces which prior to use, have been cleaned, rinsed, and sanitized to prevent cross contamination. Center must send the Northeast Nebraska Area Agency on Aging a copy of the center's Health Department inspection within 30 days of said inspection. Any critical Health Department findings will be followed up by the Area Agency's Nutrition Department.
- (2) Meal site must maintain prep/cooking, storage, dining and restroom areas to be clean and free from pests and debris. Exterminators must be utilized on a regular basis.

- (3) Foods used in the home-delivered nutrition program must be selected, stored, prepared, packaged, and delivered in a manner to assure maximum nutrient content of food value and to improve or increase digestibility of the food.
- (4) Foods must be properly stored. Maintain refrigerator temperature of 36 degrees F to 40 degrees F. Freezer temperature must be 0 degrees or below. Check and record these temperatures a minimum of two times daily, once at the beginning of the shift and again at the end of the shift.
- (5) Foods must be served at 140 degrees F or above or 40 degrees F or below. Foods can only be allowed to remain between 40 degrees and 140 degrees for one hour or less, including preparation, serving and holding.
- (6) On a daily basis, temperature checks must be taken with a food thermometer before serving. Records of these temperature checks must be on file.
- (7) The transport equipment, packaging materials, and procedures used by the service provider to deliver meals to the home for immediate consumption must be able to maintain hot food temperatures at or above 140 degrees F and cold temperatures at or below 40 degrees F. In order to prevent food from dropping into the danger zone during transport, hot foods need to go out at 180 degrees or higher and cold foods at 36 degrees or lower.
- (8) Leftovers are not encouraged and should be held to a minimum. For catered operations, all leftover food must be disposed of at the center. For on-site preparation facilities, leftover food must be removed from the steam table immediately following serving and be properly refrigerated or placed in the freezer. If refrigerated, leftovers must be used within 3 days. All leftovers must be reheated to 165 degrees F and used only as an extra helping or choice. All foods prepared the day before must be cooked to its proper temperature stage prior to refrigerating. These foods will be considered leftovers and must be reheated to 165 degrees F.
- (9) To protect nutrition service participants from food borne illness. Congregate meal participants are prohibited from taking any potentially hazardous food items home. A potentially hazardous food is any food that consists in whole or in a part of milk or milk products, eggs, meat, poultry, fish, or other ingredients, including synthetic ingredients in a form capable or supporting rapid and progressive growth of infectious or toxigenic microorganisms. Foods which may be removed from the center include cake, cookies, bread, and fresh fruit, such as apple, orange, pear or banana etc.
- (10) Bibbed aprons must be worn by all food preparation staff and volunteers.
- (11) Hands must be properly washed prior to disposable glove use. Glove usage should be limited to the serving line and set up of home delivered meals.
- (12) Sanitizing solution must be used on all food preparation surfaces prior, during and after food preparation. Sanitizing solution must be changed a minimum of every 4 hours or when solution becomes dirty. Frequent testing must be done on the solution with test strips appropriate for the sanitizing agent used.
- (13) Effective procedures for dish washing and sanitizing in a three-compartment sink must be posted and followed. Written procedures for cleaning equipment and the work area must be on file and followed consistently.
- (14) All hair shall be covered by hairnets while working in kitchen. Front, sides, top, and neckline hair that is collar length or longer must be covered by hair restraints during serving.

13. MEAL SITES SHALL POST SIGNAGE SHOWING:

- a) Where exits are located
- b) Evacuation plan map
- c) Dining menus
- d) Cost sharing information for full price/suggested contribution
- e) Signage stating clients cannot take home potentially hazardous foods

f) Emergency numbers

14. **REPORTING FOODBORNE ILLNESS:** If food poisoning is suspected as a cause of illness from a meal provided by a contractor of the Northeast Nebraska Area Agency on Aging, the procedure below must be followed:
1. Contact the Northeast Nebraska Area Agency on Aging Nutrition, Health and Services Coordinator or the Executive Director immediately by calling 1-800-672-8368. The Agency will contact the Nebraska Department of Health and the State Unit on Aging.
 2. Have the individual who has become ill contact a doctor immediately for diagnosis. Ask the individual to have the doctor contact the contractor if there is a possibility of food poisoning.
 3. Contact each person who ate at the nutrition site that day (congregate and home delivered) and check for illness. This contact may be made by phone or in person. If individuals are ill, contractor must follow step #2.
 4. Keep the Nutrition, Health and Services Coordinator or Executive Director notified.

15. **NUTRITION SERVICES INCENTIVE PROGRAM (NSIP)**. The NSIP per meal rate of reimbursement is determined by the USDA and may fluctuate throughout the year. NSIP monies are passed through to the Contractor monthly with no funds being retained by the Agency for this service. NSIP funds are only available for the purchase of food. NSIP funds shall not be used to meet cost sharing or as matching funds for any other federal program. NSIP funds shall never be used to cover meal transportation costs, staff salaries, location costs, etc

16. **PRODUCTION STAFFING GUIDELINES.** As approved by the Northeast NE. Area Agency on Aging Governing Board on March 16, 2006, the maximum staffing guidelines to be used by each center with on-site meals cannot exceed: **12 MAXIMUM KITCHEN LABOR MINUTES PER MEAL.** Any senior center showing non-compliance, with the maximum kitchen labor minutes per meal, on the monthly financial/nutrition report, must provide a written explanation. Continued high kitchen labor minutes per meal may result in the center being notified of non-compliance with the Nutrition Agreement (See Contract Compliance & Enforcement, #22 A). Exceptions to non-compliance may be made at the discretion of the Agency Nutrition Department and or the Agency's Executive Director.

17. **DISCRIMINATION PROHIBITED.** The Contractor shall not discriminate against any applicant to the program, or any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, religious creed, race, handicap, or sex. This shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training under apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Agreement.

18. **REPORTING.**

(A) **Financial/III C Nutrition Reports:** Accurate financial reports, as required, must be filed with the Agency office the 6th day of each month. Only error free reports will be accepted by the Agency no later than 10 A.M. on the 6th day of each month. If your reports are received on or before the 5th at 5 pm, Agency staff will attempt to contact you for needed corrections. If contractor is unavailable, the reports will be set aside and no reimbursement will be disbursed.

(B) **Logsheets,** as required, must be filed with the Agency office by the 6th day of each month by 10 A.M. Logsheets totals must match the financial/nutrition reports. Only error free logsheets will be accepted by the Agency no later than 10 A.M. on the 6th of each month. If your logsheets are received on or before the 5th at 5 pm, Agency staff will attempt to contact you for needed corrections. If contractor is unavailable, the logsheets will be set aside and no reimbursement check will be written.

(C) **Demographic forms** should be filled out on all congregate and home-delivered meal participants after they have received 3 meals. The original demographic form must then be sent into the Agency office and a copy kept on file at the nutrition site. The demographic form, including the nutrition risk assessment portion, must be updated annually between July 1st and October 31st.

(D) Filing Deadlines. When the 6th day of the month falls on a Saturday, reports are due the Friday before at or before 5:00 P.M. When the 6th day of the month falls on a Sunday, reports are due the Monday after at or before 10:00 A.M. Any contractor FAILING to meet the reporting deadlines, funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate. September and June reports must be done within the deadlines or risks losing all funds for September and June due to the Federal and State fiscal year ending. Normal reimbursements occur after the Governing Board meeting of the Agency on the third Thursday of each month.

(E) Other Data. Contractor hereby agrees to supply Agency with any and all data and information as may be requested from time to time and Contractor shall promptly and accurately submit written reports to Agency whenever requested to do so. All information shall be delivered via e-mail (when appropriate, information may be faxed/sent via US mail).

(F) Keeping of Records. Contractor hereby agrees to keep full and accurate sales, financial, procurement and other necessary records relating to all items covered by this Agreement. Contractor acknowledges that it shall be audited at least every two years and Contractor shall keep all such records on file as established by Administration for Community Living, Internal Revenue Service and the Secretary of State. Contractor shall permit authorized auditors and officials, upon request of Area Agency, to have access to all such records for audit and review. In addition, authorized officials of Agency shall have the right to conduct on-site reviews of, but not limited to, all files pertinent to the annual evaluation, the Nutrition Agreement, the food service, transportation, and vendors.

(G) False/Misleading Report. The submission of any false or misleading report by Contractor, or the request of the contractor for this Agency to pay for the same service to an individual, shall result, at the option of the Agency, in the immediate cancellation of this Agreement. Contractor shall be liable for any and all damages or loss occasioned by the submission of any false or misleading report.

(H) Misuse of Funds. Personal purchases, such as food items, office items or personal motel charges, made from the contractor's accounts, such as checking account, savings account, debit/credit card, or nutrition site cash, shall result at the option of the Agency, in the immediate cancellation of this Agreement.

19. ADMINISTRATIVE PROVISIONS.

(A) Rules and Regulations. Contractor shall comply with all of the rules, regulations and policies of the Federal Administration for Community Living, Nebraska Department of Health and Human Services State Unit on Aging, Northeast Nebraska Area Agency on Aging, and any other federal or state requirements applicable.

(B) Equipment. All equipment purchased and or repaired with funds resulting from this Agreement, shall remain the property of the Contractor as long as the equipment is used to benefit the local senior citizens' program and programs authorized under this Agreement. THIS EQUIPMENT CANNOT BE SOLD OR OTHERWISE DISPOSED OF WITHOUT OBTAINING THE PRIOR WRITTEN PERMISSION OF THE AGENCY. All center equipment cannot be used for personal use even during non-working time.

(C) Reduction of Funds. In the event that all of the program funds received by the Agency from the Nebraska Department of Health and Human Services State Unit on Aging and/or NSIP are not allocated to the Agency as planned, Agency has the absolute right to reduce the grant funds to Contractor accordingly.

(D) Attendance at Trainings. All center directors, center board members, managers, employees, and cooks must attend training sessions as requested by Agency. These trainings are mandatory.

(E) ServSafe. The center kitchen staff shall be Serve Safe certified. The center manager is strongly encouraged to become ServSafe certified. These certificates shall be posted in the center and kept current.

(F) Meal Reimbursement. Agency will only pay for meals meeting standards and requirements set forth in this III C Nutrition Agreement, served to eligible individuals.

(G) Term. The term of this Agreement shall commence from July 1, 2020 through June 30, 2021.

Columbus

(H) Daily Operation. Person responsible for the daily operation of the senior center on behalf of the Contract is:

Name: Cynthia Branting

Address: 3111 19th Street

Columbus, NE 68101

Phone: (402) - 563-4444

(I) Ceiling. Unless otherwise agreed or revised, this Agreement shall constitute a ceiling for all participation of Agency in the approved cost.

(J) Identify Source of Funding. The Contractor will identify the source of funding for this Contract, including all material published that mentions the meal program. The following statement is to be used: "Partial funding for this program is provided by the Northeast Nebraska Area Agency on Aging".

20. MEAL CONTRIBUTIONS. All meal contributions shall be reported as non-match. Meal contributions are received only from those individuals who are 60 years of age or older, the spouse of an eligible participating individual 60 years or older, and all other individuals meeting eligibility set forth by OAA and NSIP. All other ineligible individuals must pay full cost for the meal.

The budgeted contribution per meal for the C-1, congregate, meal program is \$3.03.

The budgeted contribution per meal for the C-2, home-delivered, meal program \$3.48.

21. REIMBURSEMENT TO CONTRACTOR. The reimbursement rate will be based on the contractor's federal/state dollar allotment and the number of Title IIIC meals proposed in their budget, but not to exceed \$2.30 per Title IIIC congregate meal or \$2.80 per Title IIIC home-delivered meal. In addition, Contractor will receive NSIP reimbursement and daily contributions. All such daily contributions and NSIP reimbursement for meals served shall remain with Contractor.

Agency agrees to provide a base amount of \$2.30 per meal for 23876 congregate meals, not to exceed \$54,915 and \$2.80 per meal for 4572 home-delivered meals, not to exceed \$12,802 during the term of this Agreement, unless prior written approval is obtained by the Contractor from the Agency. In addition, Contractor shall receive NSIP reimbursement for each meal served to a qualifying individual in the form of cash and be allowed to retain all daily meal contributions. Total anticipated funds received by Contractor for each meal is \$6.03 for congregate meals and \$6.98 for home-delivered. Should the Contractor's anticipated program income be less than budgeted, the Agency will not be liable for any shortfall. Should the program income exceed the above figure, all excess will stay with the Contractor.

22. CONTRACT COMPLIANCE AND ENFORCEMENT. It is the responsibility of the Agency staff to inform the Agency Executive Director of any Contractor's failure to comply with the terms of this Agreement. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Agreement:

(A) Notification of Non-Compliance of Nutrition Agreement. After it has been determined by Agency staff that the terms of this Agreement are repeatedly not being met, written notification of non-compliance shall be sent to the Contractor by the Area Agency. The notification shall set forth the portion of the Agreement being violated.

(1). Repeated Non-Compliance. In the event any or all of the violations, as determined above, have not been corrected, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time Contractor is in compliance. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(2) Loss of funding. The Executive Director of the Area Agency will notify the Contractor, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of Agreement will be presented to the Agency Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

(3) Grievance Procedure. See section 23 (A); #2 (compliance board).

(B) Notification of Non-Compliance of Annual Monitoring Visit. According to the Agency's Monitoring Policy, in the event of more than five violations, the Agency shall conduct an UNANNOUNCED follow-up evaluation after the 30 days allowed for contractor to come into compliance with any recommendations found and within 90 days from the original evaluation. If violations are corrected no further action will be taken. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(1). Repeated Non-Compliance. In the event any or all of the violations as determined above have not been corrected, the Executive Director of the Agency shall notify the contractor in writing that funding shall be withheld until such time all recommendations have been corrected and a second UNANNOUNCED evaluation has been done by the Area Agency. In the event the violations have not been corrected after the second unannounced evaluation, the Executive Director of the Agency shall proceed as set forth herein.

(2) Notification of Null and Void Contract. The Executive Director of the Area Agency will notify the Contractor, in writing, that said agreement has been rendered null and void until such time violations are corrected and approved by the Area Agency Executive Director, Nutrition, Health and Services Coordinator and or Fiscal Officer. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

(3) Grievance Procedure. See page 12, section 23 (A); #2 (compliance board)

(C) Non-compliance of Annual Monitoring Visit Response. In the event the contractor has 5 or less recommendations, the contractor has 30 days to respond and or show proof of compliance. If contractor fails to meet this deadline a written reminder will be sent via e-mail. If the contractor fails to respond in writing or show proof of compliance with 60 days of the monitoring visit, funds will be withheld until the contractor is in compliance. If the fiscal year ends before compliance is met all funds will be lost.

23. GRIEVANCE PROCEDURE.

(A) In the event that a dispute arises under this Agreement or with the nutrition activity within the senior center on the part of Contractor, such dispute shall first be taken to the Nutrition and Services Coordinator of the Agency. If said dispute is not settled to the satisfaction of Contractor, Contractor may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, Contractor shall have the right to:

1. Public Hearing. A public hearing may be requested by the Contractor if they have been notified in writing that they have not complied with the terms and conditions of this Agreement and this Agreement has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this Agreement. In the event the Compliance Board, as set forth herein, determines that the terms of this Agreement were not violated, then those services provided by Contractor after termination notice will be paid.
2. Compliance Board. The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one senior center manager who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a center or

political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the Agreement and determine if the Contractor is in violation of the terms and conditions of said Agreement, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

24. **TERMINATIONS.** Either party may cancel this Agreement during the term of this Agreement, for reasons other than a violation hereof; provided, however, that the terminating party shall give the other party 30 days prior written notice of any such termination. Said 30 days notice provision may be extended, *but not beyond June 30th*, in the event of a grievance procedure on the part of the Contractor.

25. **RETURN OF FUNDS.** Contractor may be required to reimburse Agency for any costs or expense, which may be disallowed as a result of an audit by the Agency, federal/state government or agency thereof.

26. **EMERGENCY TERMINATION.** In those instances where the Agreement violation threatens the health, welfare and safety of participants and/or staff of the Contractor, an emergency may be declared. After an emergency hearing and determination by the Agency Governing Board Executive Committee, this Agreement may be declared null and void and all payments to Contractor terminated.

27. **INDEMNITY AND INSURANCE.**

(A) **Hold Harmless Agreement.** Contractor agrees to indemnify and hold Agency harmless from and against all claims, damages, loss and causes of action, of whatever nature, arising from any act, omission or negligence of Contractor or Contractor's agents or employees, to any person or to the property of any person, or arising from any accident, injury or damage whatsoever caused to any person or the property of any person occurring during the term of this agreement. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.

(B) **Insurance Required.** Contractor hereby agrees during the term hereof to maintain adequate public liability, product liability, bond insurance and other insurance deemed necessary by the Northeast Nebraska Area Agency on Aging, which shall include but not limited to fire and extended coverage insurance on all buildings, equipment and/or contents purchased in whole or in part by funds received from Agency, with reputable insurance companies approved by Agency as hereafter set forth and, upon request, to furnish agency with certificates of insurance properly executed by the insurance company evidencing such fact, giving 30 days prior written notice to Agency in the event of cancellation or material alteration of such coverage. The insurance coverage to be maintained by Contractor shall include minimum insurance coverage of:

- a. General Aggregate insurance coverage of two million dollars
- b. Product Liability insurance coverage of two million dollars
- c. Per occurrence of one million dollars
- d. Bonding insurance coverage for a dollar amount approximate to the dollar amount on deposit in Contractor's bank accounts

Area Agency shall be a named as additional insured on all such insurance policies.

28. **FAILURE TO PROVIDE MEALS.** In the event that the Contractor fails to provide a meal or meals to the participants, as agreed upon herein, the Agency may procure a meal or meals or other food elsewhere, and charge or deduct from any amount payable to the Contractor the cost of such replacement meal or meals or other food, plus any expenses incurred by the Agency in procuring such replacement meal or meals or other food.

29. **ASSIGNMENT OF AGREEMENT.** Contractor shall not assign this Agreement, or any part thereof, nor subcontract any of Contractor's duties or responsibilities hereunder, without obtaining the prior written consent of the Agency.

30. **MISCELLANEOUS PROVISIONS.**

- (A) This Agreement shall be governed by and construed under the laws of the State of Nebraska.
- (B) This Agreement shall insure to and be binding upon the parties hereto, their successors, assigns and transferees.
- (C) The parties hereto agree that with respect to the performance of all terms, conditions and covenants of this Agreement, time is of the essence.
- (D) This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No prior Agreement or understanding pertaining to any such matter shall be effective.
- (E) This Agreement may only be modified in writing and signed by the parties in interest at the time of such modification.
- (F) All provisions of this contract are subject to the Americans with Disabilities Act (20CFR 1601, 38 CFR 35).

(G) Designated serving sites as indicated in paragraph "#2 Agreement" shall be: Crown Villa,
West Port, and Real Life, which are all independent living quarters.

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers this 15th day
Of June 2020.

NORTHEAST NEBRASKA AREA AGENCY ON AGING (Agency)

By [Signature]
Chairman, Governing Board, NENAAA

ATTEST:

By [Signature]
Connie L. Cooper
Executive Director, NENAAA

City of Columbus
(Contractor)

By _____
Center President/Chairman

ATTEST:

By [Signature]
Center Manager/Coordinat

Title III E Family Caregiver Support Agreement

This Agreement is made and entered into by and between the Northeast Nebraska Area Agency on Aging (Agency) located at 119 W Norfolk, Norfolk, NE 68701 and City of Columbus (referred to as "Contractor") located at

3111 19th Street, Columbus, NE 68601.

I. General Terms

A. Provision of Service:

- a. Caregiver Outreach: An interactive activity that conveys information to caregivers about available services, aging or the aging network (your senior center, NENAAA, etc.) This includes in-person interactive presentations, booth/exhibit at fair, conference or other public events and peer-to-peer caregiver support groups. This service includes Public Education and Presentations.

Service unit is activity in a group setting.

- b. Caregiver Information Services- A media activity that conveys information to caregivers about available services aging or the aging network. It is a one way mode of communication, examples include Senior Center Facebook posts, TV ads, public service announcements, website hits, brochures, newspaper ads, press releases, etc.

When counting brochures and other print media as Information Services, it is counted when the cost is incurred (when the brochures are printed, when the newspaper ad is billed).

Service unit is by the activity (flyers is one activity, repeated Facebook post about same upcoming caregiver event is one activity) and estimated audience size.

B. Service Area: Planning and service area counties.

- C. Term: Shall be for a period of one year commencing July1, 2020 and ending June 30, 2021.

- D. Reimbursement to Contractor: The maximum amount payable under this Contract is \$3,500 per fiscal year, subject to availability.

The Agency and Contractor therefore enter into the following:

II. Scope of Service

- A. This Contract provides for Family Caregiver Support services.
- B. As of the 2016 Reauthorization of the Older Americans Act, the following specific populations of caregivers are eligible to receive services:
- Adult family members or other informal caregivers age 18 and older providing care to individuals 60 years of age and older
 - Adult family members or other informal caregivers age 18 and older providing care to individuals of any age with Alzheimer's disease and related disorders
 - Older relatives (not parents) age 55 and older providing care to children under the age of 18; and
 - Older relatives, including parents, age 55 and older providing care to adults ages 18-59 with disabilities
- C. Services will be delivered at Columbus Community Center.
- D. All Title III E Family Caregiver Support services provided will be delivered in a manner which conforms to Standards of the Nebraska Department of Health and Human Services, State Unit on Aging.

III. Contractor Duties

- A. Provide targeting and outreach to identify individuals eligible to receive Title III E Family Caregiver Support Services. The outreach will not only identify but inform older individuals and their caregivers of the availability of Title III E Family Caregiver Support services under this Contract.
- B. Provide the following Family Caregiver Support services but not limited to:
- Caregiver Outreach
 - Caregiver Information
- C. Provide caregiver appreciations that can be in goods and/or events to honor and acknowledge the caregivers in their community.
- D. Submit programmatic and financial reports to the Agency as per the established schedule. Financial reports must be filed to the Agency office by the 6th day of each month. Only error free financial reports will be accepted by the Agency no later than 10:00 a.m. on the 6th day of each month. If your reports are received on or before the 5th at 5 p.m., Agency staff will attempt to contact you for needed

corrections. If contractor is unavailable, the reports will be set aside and no reimbursement check will be written.

When the 6th day of the month falls on a Saturday, reports are due the Friday before at or before 5:00 p.m. When the 6th day of the month falls on a Sunday, reports are due the Monday after at or before 10:00 a.m.. Any Contractor failing to meet the reporting deadline will not get reimbursed for that month. Funding will be held until the following month or later if reports are not filed on time, incomplete or are inaccurate. Reimbursement occurs after the Governing Board meeting of the Agency on the third Thursday of each month.

Contractor agrees to provide the Agency with any and all data and information as may be requested.

- E. Contractor agrees to keep full and accurate sales, financial, procurement, and other necessary records relating to all items covered by this Contract. Contractor shall permit authorized auditors and officials to have access to all records for audit and review. In addition, authorized officials of the Agency shall have the right to conduct on-site or off-site reviews of but not limited to all files pertinent to the annual evaluation.
- F. The submission of any false or misleading report by Contractor or the request of the Contractor for the Agency to pay for the same service covered by any contractor shall result at the option of the Agency in the immediate cancellation of the Contract. Contractor shall be liable for any and all damages or loss occasioned by the submission of any false or misleading report.
- G. Personal purchases such as food, office items, personal motel charges made from the Contractor's accounts such as checking, savings, and/or credit card shall result at the option of the Agency in the immediate cancellation of the Contract.
- H. Attend all meetings and trainings as requested by Agency.

IV. Agency Duties

- A. Reimburse the Contractor for costs of services provided under this contract.
- B. Provide the Contractor with forms for reports, units of service and expenditures of services provided under this Contract.
- C. Work with the Contractor to develop local programs to reach the target population.
- D. Monitor the Title III E Family Caregiver Support Service activities to ensure that the terms and agreement of this Contract are fulfilled.

- E. The Agency shall indemnify and hold harmless Contractor for claims arising by reason of any act or omission of the Agency under this Contract.
- F. Provide training and hold meetings on an on-going basis for the Contractor about Family Caregiver Support activities.

V. Administrative Provisions

- A. Contractor shall comply with all of the rules, regulations and policies of the Federal, State and Agency.
- B. All equipment purchased or repaired with funds resulting from this Contract shall remain property of the Contractor as long as the equipment is used to benefit the local program. This equipment cannot be sold or otherwise disposed of without obtaining the prior written permission of Agency.
- C. In the event that program funds received by the Agency from the Nebraska Department of Health and Human Services are not allocated to the Agency, the Agency has the right to reduce the grant funds to the Contractor accordingly.
- D. Contractor agrees to indemnify and hold Agency harmless from and against all claims, damages, loss, and causes of action of whatever nature arising from any act, omission or negligence of Contractor or Contractor's agents, or employees to any person or the property of any person or arising from any accident, injury, or damage whatsoever caused to any person or the property of any person occurring during the term of the Contract. This shall include indemnity against all costs, expenses, and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney's fees.
- E. All provisions of the Contract are subject to the Americans with Disabilities Act.

VI. Contract Compliance and Enforcement

It is the responsibility of the Agency staff to inform the Agency Executive Director of any Contractor's failure to comply with the terms of this Contract. Upon being notified by staff, Executive Director shall implement the procedure below to assure compliance with the terms of this Contract:

(A) Notification of Non-Compliance of III E Family Caregiver Support Contract. After it has been determined by Agency staff that the terms of this Contract are not being met, written notification of non-compliance shall be sent to the Contractor by the Agency. The notification shall set forth the portion of the Contract being violated.

- (1) Repeated Non-Compliance. In the event any or all of the violations, as

determined above, have not been corrected, the Executive Director of the Agency shall notify the Contractor in writing that funding shall be withheld until such time Contractor is in compliance. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(2) Loss of funding. The Executive Director of the Area Agency will notify the Contractor, in writing, if non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost. Current non-compliance of Contract will be presented to the Agency Governing Board for further action, which could result in loss of future funding, as set forth by the Governing Board.

(3) Grievance Procedure. See section VII (A) #2 (compliance board)

(B) Notification of Non-Compliance of Annual Monitoring Visit. According to Agency's Contractor's Monitoring Policy, in the event of more than five violations, the Area Agency shall conduct an UNANNOUNCED follow-up evaluation after the 30 days allowed for Contractors to come into compliance with any recommendations found and within 90 days from the original evaluation. If violations are corrected no further action will be taken. In the event the violations have not been corrected, the Executive Director of the Agency shall proceed as set forth herein.

(1). Repeated Non-Compliance. In the event any or all of the violations as determined above have not been corrected, the Executive Director of the Agency shall notify the Contractors in writing that funding shall be withheld until such time all recommendations have been corrected and a second UNANNOUNCED evaluation has been done by the Agency. In the event the violations have not been corrected after the second unannounced evaluation, the Executive Director of the Agency shall proceed as set forth herein.

(2) Notification of Null and Void Contract. The Executive Director of the Agency will notify the Contractor in writing that said Contract has been rendered null and void until such time violations are corrected and approved by the Agency. In the event non-compliance continues and a new fiscal year begins, funding for the entire non-compliance period shall be lost.

(3) Grievance Procedure. See section VII (A); #2 (compliance board)

VII. **Grievance Procedure**

(A) In the event that a dispute arises under this Contract, such dispute shall first be taken to the Program Coordinator of the Agency. If said dispute is not settled

to the satisfaction of Contractor, Contractor may then take said dispute to the Executive Director of the Agency. In the event said dispute is still unsettled, Contractor shall have the right to:

1. Public Hearing. A public hearing may be requested by the Contractor if they have been notified in writing that they have not complied with the terms and conditions of this Contract and this Contract has been rendered null and void and payments have been terminated. Said request must be in written form and submitted to the Executive Director of the Agency within 5 days of notification of termination of this Contract. In the event the Compliance Board, as set forth herein, determines that the terms of this Contract were not violated, then those services provided by contractor after termination notice will be paid.
2. Compliance Board. The Compliance Board shall consist of the Agency's Governing Board Executive Committee, two other members of the Agency's Governing Board, two Advisory Board members, and one senior center manager who shall be appointed annually by the Agency Governing Board to serve on such Compliance Board. No member of the Compliance Board may sit on said Board during a review if the violation involves a Contractor or political subdivision they represent. The Chairperson of the Compliance Board shall appoint someone else to temporarily replace that Compliance Board member. In the event the Compliance Board chairperson shall be involved, then the replacement shall be selected by the Vice-Chairperson of the Compliance Board. The sole purpose of the Compliance Board shall be to review the terms of the Contract and determine if the Contractor is in violation of the terms and conditions of said Agreement, when requested to do so. The recommendation(s) and or decision of the Compliance Board will be presented to and reviewed by the Agency's Governing Board, at their next regular meeting, whose decision shall be final.

VIII. Termination or Suspension

- A. This contract is contingent upon availability of funds. In the event funds for this service are not available to the Agency, the Agency may terminate the contract by written notice of 30 working days, and no further services or payment for services shall be rendered.
- B. If either the Contractor or the Agency abandons, non-performs, or before completing, discontinues services or if the commencement, or timely completion of the service by either party is rendered improbably, infeasible, or illegal the other party may, by written notice of 30 days, terminate or suspend any or all of this obligation under this Contract until such time as the events or conditions resulting in such suspension has ceased or been corrected.

C. Either party may terminate this Contract by providing 30 days written notice of the termination to the other party.

IN WITNESS THEREOF, the Agency and Contractor by and through authorized officers have duly executed thus Contract.

Northeast Nebraska Area Agency on Aging

Contractor

Connie Cooper
Signature

Signature

Connie Cooper, Executive Director
Name and Title

James Bulkley, Mayor
Name and Title

5/21/2020
Date

06/15/2020
Date

F. Bid from Central Sand & Gravel Co. for one-year supply of gravel in the amount of \$22.00 per cubic yard delivered or \$17.55 per cubic yard if picked up.

The City of **Columbus**

MEMORANDUM

DATE: June 9, 2020
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: Annual Gravel Bids 2020

RECOMMENDATION:

I recommend the annual gravel contract be awarded to Central Sand and Gravel Company of Columbus, Nebraska.

DISCUSSION:

One bid was received for providing gravel to the City from June 30, 2020 to June 29, 2021. Attached is the bid tabulation sheet. Gravel may either be hauled and stockpiled at the Central Maintenance Facility or obtained by City forces from the Columbus area gravel pit. Approximately 1,200 cubic yards are purchased each year.

FISCAL IMPACT:

Delivered to the Central Maintenance Facility is \$22.00 per cubic yard
Picked up by City forces is \$17.55 per cubic yard.

The costs are line with previous annual bids with an inflationary factor.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

By: _____

Chuck Stue

SIGNATURE:

Recommended By: _____

Rahel 4/3/20

Approved By: _____

[Signature]

CITY OF COLUMBUS

BID TABULATION

GRAVEL FOR ROAD SURFACING 2020: JUNE 9, 2020 2:00 P.M.

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Price</u>	<u>Unit Price</u>
	Gravel delivered to stockpile at 4528 19th Street or gravel on streets	C.Y.	\$22.00		
	Gravel picked up by City at bidder's stock pile	C.Y.	\$17.55		

Contractor: Central Sand and Gravel Company PO Box 626 Columbus NE 68602 Bid Bond:	Contractor: Bid Bond	Contractor: Bid Bond
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- G. Reappointment of Adam Urkoski and Ron Schilling to Northeast Nebraska Economic Development District Council of Officials for one-year terms.

MEMORANDUM

DATE: June 10, 2020
TO: City Council Members
FROM: James B. Bulkley, Mayor
SUBJECT: Reappointment

With your permission, I wish to submit the following names to you for reappointment at the June 15, 2020 City Council meeting. Per Council Rules, the two-week waiting period is automatically waived for reappointments.

NENEDD COUNCIL OF OFFICIALS (Citizen-at-Large – One Year Term)

Adam Urkoski

NENEDD COUNCIL OF OFFICIALS (Elected Official – One Year Term)

Ron Schilling


James B. Bulkley, Mayor

- H. Appointment of Charlie Bahr to Northeast Nebraska Economic Development District Board of Directors for one-year term and waive the two-week waiting period.

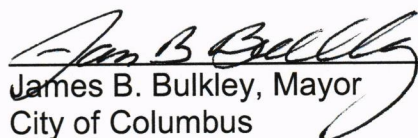
MEMORANDUM

DATE: June 10, 2020
TO: City Council Members
FROM: James B Bulkley, Mayor
SUBJECT: Appointments

With your permission, I wish to submit the following name to you for appointment at the June 15, 2020 City Council meeting, and request the two-week waiting period be waived.

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT BOARD OF DIRECTORS

Charlie Bahr (One-Year Term)


James B. Bulkley, Mayor
City of Columbus

I. Finance Department reports.

CASH SUMMARY BY FUND FOR CITY OF COLUMBUS
 FROM 10/01/2019 TO 05/31/2020
 FUND: ALL FUNDS
 CASH AND INVESTMENT ACCOUNTS

Fund	Description	Beginning Balance 10/01/2019	Total Debits	Total Credits	Ending Balance 05/31/2020
100	GENERAL FUND	7,446,626.72	118,057,121.27	118,083,430.41	7,420,317.58
160	PLATTE CO LIBRARY SERVICE	60,589.17	148,104.63	131,219.79	77,474.01
189	PERPETUAL CARE	77,395.40	1,767.00	800.00	78,362.40
200	STREETS/ENGINEERING	691,955.98	6,030,218.80	6,621,624.33	100,550.45
205	AIRPORT	851,978.65	497,261.32	385,596.61	963,643.36
210	SALES TAX	7,337,181.39	4,752,449.31	3,495,809.11	8,593,821.59
211	1/2 CENT SALES TAX	11,135,922.28	11,645,896.60	17,187,254.76	5,594,564.12
220	COMMUNICATIONS - E911	(114,771.79)	1,486,764.63	1,474,183.52	(102,190.68)
221	COMMUNICATIONS - WIRELESS E911	(15,735.42)	111,866.81	191,594.43	(95,463.04)
225	COMMUNICATIONS-EC-911 EQUIPMENT	(4,380.82)	12,432.00	12,483.64	(4,432.46)
240	HOUSING REHAB & LOANS	93,552.44	2,038,585.59	1,994,360.97	137,777.06
250	ECONOMIC DEVL REUSE	94,310.41	223,637.46	190,089.52	127,858.35
260	PROGRESS AND JOBS GROWTH	1,055,940.43	772,206.32	366,000.00	1,462,146.75
270	KENO	843,741.78	715,570.61	686,221.93	873,090.46
400	DEBT SERVICE FUND	922,524.96	1,065,906.02	1,412,982.50	575,448.48
480	COMMUNITY REDEVL AUTH	29,433.13	47,517.56	53,330.73	23,619.96
500	UTILITY SERVICE	16,017,550.45	20,338,934.69	23,292,220.82	13,064,264.32
520	WATER	10,020,149.80	5,685,206.35	5,055,535.57	10,649,820.58
530	LOUP DISTRIBUTION	2,258,176.54	3,163,757.92	4,235,676.24	1,186,258.22
560	STORMWATER UTILITY	172,576.81	450,233.67	271,248.36	351,562.12
570	SOLID WASTE DIVISION	1,497,115.14	2,479,540.60	2,000,580.85	1,976,074.89
600	HEALTH INSURANCE	1,897,124.99	1,055,776.89	527,284.45	2,425,617.43
700	POLICE PENSION	58,709.23	1,333.53	600.00	59,442.76
710	FIRE PENSION	40,520.27	20,548.12	22,918.00	38,150.39
730	LICENSES TO SCHOOLS	4,830.00	13,890.00	8,620.00	10,100.00
750	GERRARD PARK TRUST	139,819.82	5,458.17	15,028.10	130,249.89
999	PAYROLL CLEARING	7,690.07	5,872,366.29	5,871,522.82	8,533.54
	TOTAL - ALL FUNDS	62,620,527.83	186,694,352.16	193,588,217.46	55,726,662.53

J. Payroll and bills on file.

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
50157	AQUA-PURE INC	03/03/2020	06/16/2020	6,050.75	6,050.75	Open	N
50158	AQUA-PURE INC	04/09/2020	06/16/2020	6,675.62	6,675.62	Open	N
49681	BAUER UNDERGROUND INC.	08/16/2020	06/16/2020	5,815.32	5,815.32	Open	N
49934	CENTRAL SAND & GRAVEL CO	05/28/2020	06/16/2020	6,833.47	6,833.47	Open	N
49926	COLUMBUS FAMILY RESOURCE CTR	06/01/2020	06/16/2020	9,129.00	9,129.00	Open	N
49924	DUNBAR DOUGLAS	06/01/2020	06/16/2020	6,308.00	6,308.00	Open	N
49682	ELECTRIC PUMP INC	05/21/2020	06/16/2020	5,500.38	5,500.38	Open	N
50130	LOUP POWER DISTRICT	06/03/2020	06/16/2020	5,220.00	5,220.00	Open	N
49930	SIPPLE, HANSEN, EMERSON,	06/05/2020	06/16/2020	6,820.20	6,820.20	Open	N
49983	TELECOMMUNICATION SYSTEMS INC.	06/08/2020	06/16/2020	5,000.00	5,000.00	Open	N

# of Invoices:	10	# Due:	10	Totals:	63,352.74	63,352.74
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos: 63,352.74 63,352.74

--- TOTALS BY FUND ---

100 - GENERAL FUND	28,072.52	28,072.52
200 - STREETS/ENGINEERING	6,833.47	6,833.47
225 - COMMUNICATIONS-EC-911 EQUIPM	5,000.00	5,000.00
500 - UTILITY SERVICE	10,720.38	10,720.38
520 - WATER	12,726.37	12,726.37

--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	12,635.52	12,635.52
103 - COLUMBUS COMMUNITY CENTER	9,129.00	9,129.00
155 - VAN BERG GOLF	2,082.00	2,082.00
156 - QUAIL RUN GOLF	4,226.00	4,226.00
200 - STREETS	6,833.47	6,833.47
225 - EC-911 EQUIPMENT SHARING	5,000.00	5,000.00
500 - WASTEWATER COLLECTION	5,500.38	5,500.38
501 - WASTEWATER TREATMENT FAC	5,220.00	5,220.00
520 - WATER	12,726.37	12,726.37

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
01848 06/16/2020	4IMPRINT INVOICE	8297625	BAGS FOR LIBRARY CHECKOUTS	715.90	
			Total:	715.90	
			Net of 1 Invoices / 0 Checks	715.90	
00516 06/16/2020	A & J GUNS INVOICE	609	GLOCK 22 SUPPLIES/SERVICE-URKOSKI	75.20	
06/16/2020	INVOICE	608	AR PARTS INSTALL, SUPPLIES-ZYWIEC	85.84	
06/16/2020	INVOICE	610	GLOCK 19, PEARCE GRIP-HAYNES	580.50	
06/16/2020	INVOICE	611	FULL AR SERVICE W/OUT PARTS-BLACK	30.00	
			Total:	771.54	
			Net of 4 Invoices / 0 Checks	771.54	
00116 06/16/2020	ACE HARDWARE & GARDEN CNT INVOICE	169474/5	SUPPLIES	4.50	
06/16/2020	INVOICE	169516/5	PLUNGER, BRUSH, SCREWS	42.90	
06/16/2020	INVOICE	169448/5	SPRAY PAINT	10.56	
06/16/2020	INVOICE	169418/5	SUPPLIES	20.66	
06/16/2020	INVOICE	169149/5	SUPPLIES	10.98	
06/16/2020	INVOICE	169255/5	SUPPLIES	33.63	
06/16/2020	INVOICE	169206/5	STORAGE SUPPLIES	148.58	
06/16/2020	INVOICE	169211/5	DRILL BIT	11.99	
06/16/2020	INVOICE	169260/5	SUPPLIES	6.71	
06/16/2020	INVOICE	169233/5	OIL AND FILTER	25.98	
06/16/2020	INVOICE	169228/5	SUPPLIES	1.57	
06/16/2020	INVOICE	169261/5	LEVEL AND STUD FINDER	54.99	
06/16/2020	INVOICE	169272/5	SUPPLIES	8.19	
06/16/2020	INVOICE	169327/5	NUTS, BOLTS, SCREWS	6.93	
06/16/2020	INVOICE	169297/5	FLAG	64.99	
06/16/2020	INVOICE	169302/5	SUPPLIES	33.24	
06/16/2020	INVOICE	169303/5	SUPPLIES	25.54	
06/16/2020	INVOICE	169308/5	FLAG	64.99	
06/16/2020	INVOICE	169284/5	SUPPLIES	0.66	
06/16/2020	INVOICE	169280/5	SUPPLIES	4.80	
06/16/2020	INVOICE	169279/5	SUPPLIES	5.28	
06/16/2020	INVOICE	169314/5	SUPPLIES	9.00	
06/16/2020	INVOICE	169340/5	GLOVES, SCRAPERS, BRUSHES	59.11	
06/16/2020	INVOICE	169391/5	TAPE, DISPENSER GUN	30.97	
06/16/2020	INVOICE	169394/5	TOOLS, PAINTBRUSHES	44.36	
06/16/2020	INVOICE	169524/5	GOJO, SCREWS	22.35	
06/16/2020	INVOICE	169528/5	EDGER BLADE	25.66	
06/16/2020	INVOICE	169537/5	ROLLER COVER	9.18	
06/16/2020	INVOICE	169560/5	MTD, BELT EDGER	16.04	
06/16/2020	INVOICE	169582/5	SUPPLIES	8.14	
06/16/2020	INVOICE	169590/5	SUPPLIES	6.62	
			Total:	819.10	
			Net of 31 Invoices / 0 Checks	819.10	
03104 06/16/2020	ACE SANITATION SERVICE INC. INVOICE	4932	MAY GARBAGE SERVICE	39.00	
06/16/2020	INVOICE	4931	MAY GARBAGE SERVICE	39.00	
06/16/2020	INVOICE	4933	MAY GARBAGE SERVICE	59.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	137.00	
			Net of 3 Invoices / 0 Checks	137.00	
00180	ADVANCE AUTO PARTS				
06/16/2020	INVOICE	5606014915703	BATTERIES	276.02	
06/16/2020	INVOICE	5606015562683	OIL FILTER	8.03	
06/16/2020	INVOICE	5606015562685	AIR FILTERS	47.24	
06/16/2020	INVOICE	5606014362507	LAMP	11.89	
06/16/2020	INVOICE	5606015662718	FUEL FILTERS	3.48	
			Total:	346.66	
			Net of 5 Invoices / 0 Checks	346.66	
10420	AKRS EQUIPMENT				
06/16/2020	INVOICE	2427513	HY-GARD TM	411.18	
			Total:	411.18	
			Net of 1 Invoices / 0 Checks	411.18	
01321	ALL STAR AUTO GLASS				
06/16/2020	INVOICE	WAS1028983	WINDSHIELD FOR 2000 EXPLORER UNIT #194	523.97	
			Total:	523.97	
			Net of 1 Invoices / 0 Checks	523.97	
02304	ALPHAMEDIA USA LLC				
06/16/2020	INVOICE	053120AQU	MAY ADVERTISING	1,675.00	
			Total:	1,675.00	
			Net of 1 Invoices / 0 Checks	1,675.00	
03077	AMERICAN CONCRETE PRODUCTS CO.				
06/16/2020	INVOICE	11INV0006300	CONES	4,500.00	
			Total:	4,500.00	
			Net of 1 Invoices / 0 Checks	4,500.00	
01189	AMERICAN RED CROSS				
06/16/2020	INVOICE	22262133	CPR/AED FOR PROFESSIONAL RESCUERS REVIEW	60.00	
			Total:	60.00	
			Net of 1 Invoices / 0 Checks	60.00	
00587	AQUA-PURE INC				
06/16/2020	INVOICE	COLNE 2003	MONTHLY SERVICE CONTRACT FOR WELLS	6,050.75	
06/16/2020	INVOICE	COLNE 2004	MONTHLY SERVICE CONTRACT FOR WELLS	6,675.62	
			Total:	12,726.37	
			Net of 2 Invoices / 0 Checks	12,726.37	
02324	ASPHALT & CONCRETE MATERIALS CO.				
06/16/2020	INVOICE	00046589	COLD MIX	2,312.93	
			Total:	2,312.93	
			Net of 1 Invoices / 0 Checks	2,312.93	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
10243 06/16/2020	BAUER UNDERGROUND INC. INVOICE	6200	FIBER RING PROJECT	5,815.32	
			Total:	5,815.32	
			Net of 1 Invoices / 0 Checks	5,815.32	
03119 06/16/2020	B-D CONSTRUCTION INC INVOICE	22	COLUMBUS FIRE STATION	168,903.25	
			Total:	168,903.25	
			Net of 1 Invoices / 0 Checks	168,903.25	
03124 06/16/2020	BEARD-WARREN HEATING & INVOICE	070547	AQUACEL 500 HEAT PUMP INSTALLATION-FINAL BA	2,035.00	
06/16/2020	INVOICE	070600	A/C MAINTENANCE/FILTER	424.79	
			Total:	2,459.79	
			Net of 2 Invoices / 0 Checks	2,459.79	
00461 06/16/2020	BEHLEN TOWING LLC INVOICE	25427	TOWING SERVICE	90.00	
06/16/2020	INVOICE	24469	TOWING SERVICE	90.00	
06/16/2020	INVOICE	24472	TOWING SERVICE	90.00	
06/16/2020	INVOICE	24474	TOWING SERVICE	135.00	
06/16/2020	INVOICE	25440	TOWING SERVICE	90.00	
			Total:	495.00	
			Net of 5 Invoices / 0 Checks	495.00	
00969 06/16/2020	BIERMAN CONTRACTING INC. INVOICE	8-RETAINAGE	E911 COMMUNICATIONS CENTER	52,911.20	
			Total:	52,911.20	
			Net of 1 Invoices / 0 Checks	52,911.20	
03256 06/16/2020	BLACK HILLS ENERGY INVOICE	6007 1329 48 JUNE	NATURAL GAS	414.07	
06/16/2020	INVOICE	0815 1921 72 JUNE	NATURAL GAS	390.67	
06/16/2020	INVOICE	8429 6210 02 JUNE	NATURAL GAS	365.34	
06/16/2020	INVOICE	7063 3724 32 JUNE	NATURAL GAS	243.40	
06/16/2020	INVOICE	5156 7873 42 JUNE	NATURAL GAS	79.93	
06/16/2020	INVOICE	6310 3990 85 JUNE	NATURAL GAS	56.41	
06/16/2020	INVOICE	1450 5796 12 JUNE	NATURAL GAS	49.66	
06/16/2020	INVOICE	5431 5180 01 JUNE	NATURAL GAS	46.18	
06/16/2020	INVOICE	5317 1214 84 JUNE	NATURAL GAS	46.11	
06/16/2020	INVOICE	6942 7542 63 JUNE	NATURAL GAS	45.09	
06/16/2020	INVOICE	3224 1153 18 JUNE	NATURAL GAS	29.81	
06/16/2020	INVOICE	5915 3548 20 JUNE	NATURAL GAS	26.33	
06/16/2020	INVOICE	5048 9157 09 JUNE	NATURAL GAS	26.05	
06/16/2020	INVOICE	7504 0422 35 JUNE	NATURAL GAS	25.99	
06/16/2020	INVOICE	9374 2782 77 JUNE	NATURAL GAS	23.06	
06/16/2020	INVOICE	0778 7198 98 JUNE	NATURAL GAS	20.40	
06/16/2020	INVOICE	4447 5106 07 JUNE	NATURAL GAS	58.01	
			Total:	1,946.51	
			Net of 17 Invoices / 0 Checks	1,946.51	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00778 06/16/2020	BOBCAT OF OMAHA INVOICE	CB7745	BELT	85.36	
			Total:	85.36	
			Net of 1 Invoices / 0 Checks	85.36	
00286 06/16/2020	BOOKPAGE INVOICE	S47655	ANNUAL SUBSCRIPTION	354.00	
			Total:	354.00	
			Net of 1 Invoices / 0 Checks	354.00	
02996 06/16/2020	BT'S BAR INVOICE	5411-16	JUNE PRACTICE-ENGINE CO #1	228.50	
			Total:	228.50	
			Net of 1 Invoices / 0 Checks	228.50	
00091 06/16/2020	CAROLINA SOFTWARE INVOICE	75687	WASTEWORX LASER TICKETS	605.95	
			Total:	605.95	
			Net of 1 Invoices / 0 Checks	605.95	
03137 06/16/2020	CENTRAL PARTS & MACHINE INVOICE	2875 001-405120	COUPLING, HOSES	88.39	
06/16/2020	INVOICE	2775 001-405352	COUPLING	16.81	
06/16/2020	INVOICE	2875 001-405266	COUPLING, HOSES	168.33	
06/16/2020	INVOICE	2827 001-404897	120PC MINI FUSE	15.42	
06/16/2020	INVOICE	2775 001-405222	50/50 ALL SEASON	28.31	
06/16/2020	INVOICE	2775 001-403036	PURPLE CLEANER	8.69	
06/16/2020	INVOICE	2775 001-404654	DIAMETER RIVETS	1.75	
06/16/2020	INVOICE	2775 001-404565	DOOR HANDLE	14.82	
06/16/2020	INVOICE	3275 001-404737	OIL FILTERS	19.09	
06/16/2020	INVOICE	2750 001-404751	COUPLING, HOSES	77.45	
06/16/2020	INVOICE	2875 001-405576	FILTER	15.58	
			Total:	454.64	
			Net of 11 Invoices / 0 Checks	454.64	
03138 06/16/2020	CENTRAL SAND & GRAVEL CO INVOICE	149851	ROAD GRAVEL DEL TO STOCKPILE AT CMF	2,021.89	
06/16/2020	INVOICE	149305	ROAD GRAVEL DEL TO STOCKPILE AT CMF	6,833.47	
			Total:	8,855.36	
			Net of 2 Invoices / 0 Checks	8,855.36	
00262 06/16/2020	CLUB PROPHET SYSTEMS INVOICE	402006012122	MONTHLY TEE SHEET	90.00	
			Total:	90.00	
			Net of 1 Invoices / 0 Checks	90.00	
03140 06/16/2020	COLUMBUS AREA CHAMBER OF INVOICE	HEALTH	COLUMBUS BUCKS-PACE PROGRAM	1,540.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,540.00	
			Net of 1 Invoices / 0 Checks	1,540.00	
01638	COLUMBUS FAMILY RESOURCE CTR				
06/16/2020	INVOICE	MONTHLY	MONTHLY LEASE PAYMENT	9,129.00	
			Total:	9,129.00	
			Net of 1 Invoices / 0 Checks	9,129.00	
03139	COLUMBUS PLUMBING COMPANY				
06/16/2020	INVOICE	5905	2 SLOAN REPAIR KITS	31.90	
06/16/2020	INVOICE	0005903	3 CLOSET SPUDS	47.85	
06/16/2020	INVOICE	0005904	3 SHARK-BITE CAPS	30.90	
			Total:	110.65	
			Net of 3 Invoices / 0 Checks	110.65	
03144	COLUMBUS TELEGRAM				
06/16/2020	INVOICE	118-60105562 MAY	WATER QUALITY REPORT 2020	52.65	
06/16/2020	INVOICE	118-60003415 MAY	MAY PUBLICATIONS/NOTICES	502.92	
06/16/2020	INVOICE	118-60058220	MAY ADVERTISING/GRADS	252.00	
			Total:	807.57	
			Net of 3 Invoices / 0 Checks	807.57	
03143	COLUMBUS TIRE & SERVICE				
06/16/2020	INVOICE	1-9663	TIRE REPAIRS-CHEVY MALIBU	18.00	
06/16/2020	INVOICE	1-9493	TIRE REPAIRS-CHRYSLER 200	18.00	
06/16/2020	INVOICE	1-9590	TIRE REPAIR-UNIT 183	18.00	
			Total:	54.00	
			Net of 3 Invoices / 0 Checks	54.00	
03145	COMMUNITY INTERNET SYSTEMS INC.				
06/16/2020	INVOICE	SSFIRE	INTERNET SERVICE	15.00	
06/16/2020	INVOICE	COLU2	INTERNET SERVICE	15.00	
06/16/2020	INVOICE	COLU1	INTERNET SERVICE	15.00	
			Total:	45.00	
			Net of 3 Invoices / 0 Checks	45.00	
02718	CORE & MAIN LP				
06/16/2020	INVOICE	M59563	METER SUPPLIES	19,160.00	
			Total:	19,160.00	
			Net of 1 Invoices / 0 Checks	19,160.00	
03147	CORNHUSKER PUBLIC POWER DIST				
06/16/2020	INVOICE	415030001 JUNE	ELECTRICITY	91.63	
06/16/2020	INVOICE	415030005 JUNE	ELECTRICITY	39.00	
06/16/2020	INVOICE	415030008 JUNE	ELECTRICITY	161.90	
06/16/2020	INVOICE	414030006 JUNE	ELECTRICITY	183.95	
06/16/2020	INVOICE	415030007 JUNE	ELECTRICITY	254.70	
06/16/2020	INVOICE	415030009 JUNE	ELECTRICITY	155.65	
			Total:	886.83	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 6 Invoices / 0 Checks	886.83	
03149	CULLIGAN OF COLUMBUS				
06/16/2020	INVOICE	132746 MAY	SALT PELLETS	74.00	
06/16/2020	INVOICE	242330	COOLER RENTAL	31.00	
06/16/2020	INVOICE	242362	COOLER RENTAL	35.00	
06/16/2020	INVOICE	242373	REVERSE OSMOSIS SYSTEM	60.00	
			Total:	200.00	
			Net of 4 Invoices / 0 Checks	200.00	
10422	CZAPLA, DENISE				
06/16/2020	INVOICE	062120PK	REFUND 6/21/20 SHELTER RESERVATION-COVID 19	120.00	
			Total:	120.00	
			Net of 1 Invoices / 0 Checks	120.00	
00270	DANKO EMERGENCY EQUIPMENT				
06/16/2020	INVOICE	110673	REPAIR JL-60 RAM	110.00	
06/16/2020	INVOICE	110593	SUPPLIES AND LABOR	65.09	
			Total:	175.09	
			Net of 2 Invoices / 0 Checks	175.09	
10276	DELL MARKETING LP				
06/16/2020	INVOICE	10389530239	DELL LATITUDE 5420 RUGGED, CTO	1,682.93	
			Total:	1,682.93	
			Net of 1 Invoices / 0 Checks	1,682.93	
02230	DISTAR INDUSTRIES LLC				
06/16/2020	INVOICE	18310	10GA SS MOTOR PLATE	40.00	
			Total:	40.00	
			Net of 1 Invoices / 0 Checks	40.00	
03155	DPC INDUSTRIES				
06/16/2020	INVOICE	817001040-20	CHLORINE	1,247.25	
			Total:	1,247.25	
			Net of 1 Invoices / 0 Checks	1,247.25	
00374	DUNBAR DOUGLAS				
06/16/2020	INVOICE	053120CC	CREDIT CARD FEES REIMBURSEMENT	1,337.65	
06/16/2020	INVOICE	060120GOLF	MONTHLY CONTRACT	6,308.00	
06/16/2020	INVOICE	053120GOL	MAY COMMISSIONS	3,044.05	
			Total:	10,689.70	
			Net of 3 Invoices / 0 Checks	10,689.70	
02762	EDISON LIGHTING SUPPLY &				
06/16/2020	INVOICE	39781	80W WEDGE CORN LAMPS, T8 -18W LED TUBES	821.17	
			Total:	821.17	
			Net of 1 Invoices / 0 Checks	821.17	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00191	ELECTRIC PUMP INC				
06/16/2020	INVOICE	0887462-IN	LOST CREEK LS	5,500.38	
06/16/2020	INVOICE	0887640-IN	SHOP SUPPLIES, SUPPORT AND LABOR	222.00	
			Total:	5,722.38	
			Net of 2 Invoices / 0 Checks	5,722.38	
03163	ENTERPRISE ELECTRIC COLUMBUS				
06/16/2020	INVOICE	1145-522986	12V BAH	29.15	
			Total:	29.15	
			Net of 1 Invoices / 0 Checks	29.15	
00939	ERIKSEN CONSTRUCTION CO INC				
06/16/2020	INVOICE	20	WWTF PHASE 4 IMPROVEMENTS	226,618.00	
			Total:	226,618.00	
			Net of 1 Invoices / 0 Checks	226,618.00	
03165	FASTENAL COMPANY				
06/16/2020	INVOICE	NECOL223839	SUPPLIES	83.67	
06/16/2020	INVOICE	NECOL223942	SUPPLIES	116.44	
06/16/2020	INVOICE	NECOL223943	SUPPLIES	238.60	
06/16/2020	INVOICE	NECOL223953	SUPPLIES	11.62	
06/16/2020	INVOICE	NECOL224065	SUPPLIES	9.37	
			Total:	459.70	
			Net of 5 Invoices / 0 Checks	459.70	
03070	FBG SERVICE CORPORATION				
06/16/2020	INVOICE	874549	MAY CLEANING	1,595.00	
06/16/2020	INVOICE	874747	JUNE CLEANING	1,651.00	
06/16/2020	INVOICE	874746	JUNE CLEANING	1,442.00	
06/16/2020	INVOICE	874630	EXTRA CLEANING AT POLICE STATION	208.66	
06/16/2020	INVOICE	874780	TRASH BAGS, TOILET TISSUE	91.13	
06/16/2020	INVOICE	874779	TRASH BAGS, TISSUE, TOWELS	360.58	
			Total:	5,348.37	
			Net of 6 Invoices / 0 Checks	5,348.37	
03167	FERRELLGAS LP				
06/16/2020	INVOICE	RNT8280375	RENTAL FEE 5/01/20 - 4/30/21	73.32	
			Total:	73.32	
			Net of 1 Invoices / 0 Checks	73.32	
00242	FIRST NATIONAL BANK OMAHA				
06/16/2020	INVOICE	PE060320POST	POSTAGE	117.95	
06/16/2020	INVOICE	053120AQ	AUTHORIZE.NET FEES	30.20	
06/16/2020	INVOICE	060520OWH	OWH ONLINE MONTHLY SUBSCRIPTION	4.33	
06/16/2020	INVOICE	12T88YZ20200005816	SHIPPING CHARGES/CITY OF O'NEILL	15.49	
06/16/2020	INVOICE	536366	AIR SCIENCE USA LLC-FILTERS	636.98	
06/16/2020	INVOICE	13626	BRAND TOUCHPOINTS PURCHASE	49.00	
06/16/2020	INVOICE	053120LIBR	CONSTANT CONTACT	66.50	
06/16/2020	INVOICE	1206890	ALA VIRTUAL EVENT JUNE 24-26	250.00	
06/16/2020	INVOICE	35624654	BARREL FAUCET	6.41	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/16/2020	INVOICE	W861072504	HOME DEPOT - HD TOOL CHEST RE: NEW STATION I	998.00	
06/16/2020	INVOICE	770562	HYVEE III-E GIFT CARDS	400.00	
06/16/2020	INVOICE	052920COMMCTR	SEASONED TIMES MONTHLY SUBSCRIPTION	15.00	
06/16/2020	INVOICE	1821035	GOVX-BOOTS-MAGDALENO	120.85	
06/16/2020	INVOICE	1842337	GOVX-GLOVES, BOOTS-HEUSINKVELT	148.65	
06/16/2020	INVOICE	HX0004224139	OAKLEY-PETERS	119.28	
06/16/2020	INVOICE	HX0004224139	OAKLEY-MAGDALENO	178.30	
06/16/2020	INVOICE	HX0004224139	OAKLEY-LOONTJER	226.28	
06/16/2020	INVOICE	HX0004224139	OAKLEY-SEALOCK	229.28	
06/16/2020	INVOICE	HX0004224139	OAKLEY-UHL	109.28	
06/16/2020	INVOICE	2005281534079016	PETRO ONLINE CLASS C OPERATOR COURSE-BORCHEI	12.95	
06/16/2020	INVOICE	052920FIRE	JIMMY JOHNS-SANDWICHES, CHIPS, COOKIES - FO	155.00	
06/16/2020	INVOICE	052720FIRE	JIMMY JOHNS-SANDWICHES, CHIPS, COOKIES - FO	29.37	
06/16/2020	INVOICE	052720FIRE	JIMMY JOHNS-SANDWICHES, CHIPS, COOKIES - FO	90.00	
Total:				4,009.10	
Net of 23 Invoices / 0 Checks				4,009.10	
00169	FRONTIER				
06/16/2020	INVOICE	308-188-0206-05239	E911 PHONE CHARGES	207.40	
06/16/2020	INVOICE	308-188-0175-09127	PHONE CHARGES 5/30/20 - 6/29/20	3,448.00	
06/16/2020	INVOICE	402-564-0717-09061	ELEVATOR PHONE	53.99	
Total:				3,709.39	
Net of 3 Invoices / 0 Checks				3,709.39	
01997	FRONTIER COOPERATIVE COMPANY				
06/16/2020	INVOICE	201364	DIESEL	3,110.80	
Total:				3,110.80	
Net of 1 Invoices / 0 Checks				3,110.80	
03172	GALLS LLC				
06/16/2020	INVOICE	015712637	PARTIAL ORDER-UNIFORM PANTS	614.46	
06/16/2020	INVOICE	015784171	5.11 STRYKE PANTS-ZYWIEC	74.99	
06/16/2020	INVOICE	015664012	HANDCUFF CASE-MAG POUCH COMBO-HAYNES	76.94	
Total:				766.39	
Net of 3 Invoices / 0 Checks				766.39	
MISC	GASPER CINDY				
06/16/2020	INVOICE	06/09/2020	UB refund for account: 400-72190-01	24.96	
Total:				24.96	
Net of 1 Invoices / 0 Checks				24.96	
03174	GEHRING CONSTRUCTION &				
06/16/2020	INVOICE	9	DOWNTOWN AREA TRAFFIC SIGNAL RENOVATIONS	37,863.50	
06/16/2020	INVOICE	47099	14TH ST/24TH AVE-ALLEY	1,335.00	
06/16/2020	INVOICE	47094	14TH ST/24TH AVE	767.63	
06/16/2020	INVOICE	47179	2104 18TH ST	483.88	
06/16/2020	INVOICE	47317	LOAD DELIVERED TO SHOP	183.50	
Total:				40,633.51	
Net of 5 Invoices / 0 Checks				40,633.51	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00303 06/16/2020	GENE STEFFY FORD INVOICE	168529	2002 FORD E450-VIN 6177-MAINTENANCE	1,063.61	
			Total:	1,063.61	
			Net of 1 Invoices / 0 Checks	1,063.61	
03178 06/16/2020	GERHOLD CONCRETE COMPANY INVOICE	146589	READY MIX	270.64	
			Total:	270.64	
			Net of 1 Invoices / 0 Checks	270.64	
00053 06/16/2020 06/16/2020	GILMORE & ASSOCIATES INVOICE INVOICE	37487 37488	LIFT STATION NO 7 REPL 2020 LIFT STATION #10 REPLACEMENT	3,900.00 4,300.00	
			Total:	8,200.00	
			Net of 2 Invoices / 0 Checks	8,200.00	
03229 06/16/2020	GINGER MOON & ASSOCIATES INVOICE	00440	BOND RENEWAL-HEATHER LINDSLEY	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
02075 06/16/2020	GREAT PLAINS COMMUNICATIONS INVOICE	996-426-0026	INTERNET SERVICE	310.00	
			Total:	310.00	
			Net of 1 Invoices / 0 Checks	310.00	
01070 06/16/2020	GREY HOUSE PUBLISHING INC INVOICE	961521	MATERIALS	413.50	
			Total:	413.50	
			Net of 1 Invoices / 0 Checks	413.50	
03182 06/16/2020	HACH COMPANY INVOICE	11861744	FLUORIDE ACCUVAC, PK/25	194.03	
			Total:	194.03	
			Net of 1 Invoices / 0 Checks	194.03	
03183 06/16/2020 06/16/2020 06/16/2020 06/16/2020	HADLEY-BRAITHWAIT COMPANY INVOICE INVOICE INVOICE INVOICE	210918 216931 210954 210955	TOWELS, TOILET TISSUE, TRASH BAGS CENTER PULL TOWEL DISP CENTER PULL TOWELS CENTER PULL TOWELS	286.50 19.95 44.95 44.95	
			Total:	396.35	
			Net of 4 Invoices / 0 Checks	396.35	
03185 06/16/2020 06/16/2020	HDR ENGINEERING INC INVOICE INVOICE	1200271077 1200270439	SOUTH MOBILITY STUDY WWTd PHASE 4	12,000.00 50,425.45	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	62,425.45	
			Net of 2 Invoices / 0 Checks	62,425.45	
01424	HEARTLAND NATURAL GAS LLC				
06/16/2020	INVOICE	76489	NATURAL GAS	0.29	
06/16/2020	INVOICE	76494	NATURAL GAS	90.67	
06/16/2020	INVOICE	76486	NATURAL GAS	13.31	
06/16/2020	INVOICE	76501	NATURAL GAS	50.99	
06/16/2020	INVOICE	76488	NATURAL GAS	84.29	
06/16/2020	INVOICE	76487	NATURAL GAS	6.09	
06/16/2020	INVOICE	76500	NATURAL GAS	3.77	
06/16/2020	INVOICE	76499	NATURAL GAS	488.38	
06/16/2020	INVOICE	76490	NATURAL GAS	7.24	
06/16/2020	INVOICE	76496	NATURAL GAS	1.74	
06/16/2020	INVOICE	76492	NATURAL GAS	8.40	
06/16/2020	INVOICE	76485	NATURAL GAS	41.42	
06/16/2020	INVOICE	76495	NATURAL GAS	4.34	
06/16/2020	INVOICE	76493	NATURAL GAS	109.50	
06/16/2020	INVOICE	76498	NATURAL GAS	5.51	
06/16/2020	INVOICE	76497	NATURAL GAS	315.73	
06/16/2020	INVOICE	76491	NATURAL GAS	36.50	
			Total:	1,268.17	
			Net of 17 Invoices / 0 Checks	1,268.17	
01724	HOBBY LOBBY				
06/16/2020	INVOICE	91995544	SUPPLIES	5.98	
06/16/2020	INVOICE	91995596	SUPPLIES-SRP	21.95	
			Total:	27.93	
			Net of 2 Invoices / 0 Checks	27.93	
00403	HOWERTER MD MARK S				
06/16/2020	INVOICE	MONHTLY	EMERGENCY MEDICAL DIRECTOR	598.00	
			Total:	598.00	
			Net of 1 Invoices / 0 Checks	598.00	
02951	HTR INC./KLUTE TRUCK EQUIP				
06/16/2020	INVOICE	27359	SYS4405-B BLUE LED	338.70	
			Total:	338.70	
			Net of 1 Invoices / 0 Checks	338.70	
03192	HY-VEE INC				
06/16/2020	INVOICE	5843322518	FOOD, REFRESHMENTS RE: PROTEST STANDBY CREW:	58.37	
06/16/2020	INVOICE	5843321837	56 CASES WATER, ICE	171.87	
06/16/2020	INVOICE	4817803365	FIRE INTERVIEWS	72.00	
06/16/2020	INVOICE	4817505325	FOOD, CAKE RE: OPENING CEREMONY / NEW STATI	363.48	
			Total:	665.72	
			Net of 4 Invoices / 0 Checks	665.72	
03194	INGRAM LIBRARY SERVICES, INC				
06/16/2020	INVOICE	45834079	MATERIALS	1,525.03	
06/16/2020	INVOICE	45887335	MATERIALS	73.71	
06/16/2020	INVOICE	45900643	MATERIALS	41.98	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/16/2020	INVOICE	45900644	MATERIALS	11.14	
06/16/2020	INVOICE	45952646	MATERIALS	74.66	
			Total:	1,726.52	
			Net of 5 Invoices / 0 Checks	1,726.52	
00288	INTERNATL ASSN OF PLUMBING				
06/16/2020	INVOICE	202005-199	MEMBERSHIP DUES-DAN CURTIS MEMBER #199	200.00	
			Total:	200.00	
			Net of 1 Invoices / 0 Checks	200.00	
02554	INTERSTATE BATTERY SYSTEM				
06/16/2020	INVOICE	210075732	31P-MHD	121.95	
			Total:	121.95	
			Net of 1 Invoices / 0 Checks	121.95	
00243	J.C.TAYLOR AAA INC				
06/16/2020	INVOICE	AC-85-348-861	ANTIQUÉ/CLASSIC AUTO POLICY	315.00	
			Total:	315.00	
			Net of 1 Invoices / 0 Checks	315.00	
03199	JACKSON SERVICES INC				
06/16/2020	INVOICE	4321028	UNIFORMS	290.01	
06/16/2020	INVOICE	4285747	FLOOR MAT	20.25	
06/16/2020	INVOICE	4319457	SUPPLIES	58.59	
06/16/2020	INVOICE	4317307	UNIFORMS	129.72	
06/16/2020	INVOICE	4316547	SUPPLIES	29.07	
06/16/2020	INVOICE	4316549	SUPPLIES	7.05	
06/16/2020	INVOICE	4321031	MATS	12.02	
06/16/2020	INVOICE	4321029	SUPPLIES	34.05	
06/16/2020	INVOICE	4321030	UNIFORMS	129.72	
06/16/2020	INVOICE	4321037	UNIFORMS	101.37	
06/16/2020	INVOICE	4321038	UNIFORMS	88.40	
06/16/2020	INVOICE	4321039	MAT	2.70	
06/16/2020	INVOICE	4316546	UNIFORMS	290.01	
06/16/2020	INVOICE	4316558	SUPPLIES, UNIFORMS	130.78	
06/16/2020	INVOICE	4319438	UNIFORMS	16.24	
06/16/2020	INVOICE	4319439	UNIFORMS	62.42	
06/16/2020	INVOICE	4316559	UNIFORMS	88.40	
06/16/2020	INVOICE	4316560	SHOP TOWELS	16.88	
06/16/2020	INVOICE	4314239	SUPPLIES/UNIFORMS	58.63	
06/16/2020	INVOICE	4323468	MATS	55.85	
06/16/2020	INVOICE	4323453	UNIFORMS	16.24	
06/16/2020	INVOICE	4323454	SUPPLIES, UNIFORMS	58.63	
			Total:	1,697.03	
			Net of 22 Invoices / 0 Checks	1,697.03	
01485	JAY'S BODY SHOP				
06/16/2020	INVOICE	848110	2010 CHEVY SILVERADO/ACCIDENT REPAIR	732.56	
			Total:	732.56	
			Net of 1 Invoices / 0 Checks	732.56	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00532 06/16/2020	JEO CONSULTING GROUP INC INVOICE	117122	STORM WTR MASTER PLAN/MGMNT PROGRAM	605.00	
			Total:	605.00	
			Net of 1 Invoices / 0 Checks	605.00	
10421 06/16/2020	LAKEVIEW BOOSTER CLUB INVOICE	060120GOLF	PROGRAM ADVERTISING 2020-2021	100.00	
			Total:	100.00	
			Net of 1 Invoices / 0 Checks	100.00	
00012 06/16/2020	LAKEVIEW SMALL ENGINE INC INVOICE	043325	SPINDLE ASSEMBLY-SCAG DECK	189.00	
06/16/2020	INVOICE	043356	SCAG BLADES, OIL, FILTER	136.92	
06/16/2020	INVOICE	043417	GREASE CAP, U-NUT	9.75	
			Total:	335.67	
			Net of 3 Invoices / 0 Checks	335.67	
02236 06/16/2020	LANGUAGE LINE SERVICES INC INVOICE	4828390	MAY INTERPRETING SERVICES	38.74	
			Total:	38.74	
			Net of 1 Invoices / 0 Checks	38.74	
03210 06/16/2020	LEAGUE OF NEBR MUNICIPALITIES INVOICE	060820CONF	FINANCE CONFERENCE WEBINARS REGISTRATON	420.00	
			Total:	420.00	
			Net of 1 Invoices / 0 Checks	420.00	
10229 06/16/2020	LINGO INVOICE	1183452142	402-644-0135 E911 PHONE CHARGES	51.64	
			Total:	51.64	
			Net of 1 Invoices / 0 Checks	51.64	
00518 06/16/2020	LOSEKE LAKE STOP LLC INVOICE	8884	9 SQ FT SOD ROLLS-6 @ 3.29 EA	19.74	
			Total:	19.74	
			Net of 1 Invoices / 0 Checks	19.74	
03214 06/16/2020	LOUP POWER DISTRICT INVOICE	400066 JUNE	ELECTRICITY	11.06	
06/16/2020	INVOICE	400031 JUNE	ELECTRICITY	98.60	
06/16/2020	INVOICE	400033 JUNE	ELECTRICITY	94.38	
06/16/2020	INVOICE	400037 JUNE	ELECTRICITY	43.13	
06/16/2020	INVOICE	400042 JUNE	ELECTRICITY	31.17	
06/16/2020	INVOICE	169116 JUNE	ELECTRICITY	37.85	
06/16/2020	INVOICE	169118 JUNE	ELECTRICITY	57.34	
06/16/2020	INVOICE	169003 JUNE	ELECTRICITY	27.74	
06/16/2020	INVOICE	469005 JUNE	ELECTRICITY	28.53	
06/16/2020	INVOICE	169008 JUNE	ELECTRICITY	27.65	
06/16/2020	INVOICE	169009 JUNE	ELECTRICITY	27.16	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/16/2020	INVOICE	169011 JUNE	ELECTRICITY	53.23	
06/16/2020	INVOICE	169015 JUNE	ELECTRICITY	98.82	
06/16/2020	INVOICE	169016 JUNE	ELECTRICITY	273.60	
06/16/2020	INVOICE	169017 JUNE	ELECTRICITY	25.00	
06/16/2020	INVOICE	169018 JUNE	ELECTRICITY	12.56	
06/16/2020	INVOICE	169019 JUNE	ELECTRICITY	51.68	
06/16/2020	INVOICE	169020 JUNE	ELECTRICITY	9.06	
06/16/2020	INVOICE	169022 JUNE	ELECTRICITY	25.00	
06/16/2020	INVOICE	169023 JUNE	ELECTRICITY	235.02	
06/16/2020	INVOICE	169024 JUNE	ELECTRICITY	50.31	
06/16/2020	INVOICE	169026 JUNE	ELECTRICITY	85.07	
06/16/2020	INVOICE	169027 JUNE	ELECTRICITY	9.06	
06/16/2020	INVOICE	169028 JUNE	ELECTRICITY	356.85	
06/16/2020	INVOICE	169029 JUNE	ELECTRICITY	635.49	
06/16/2020	INVOICE	169030 JUNE	ELECTRICITY	126.62	
06/16/2020	INVOICE	169031 JUNE	ELECTRICITY	40.90	
06/16/2020	INVOICE	169033 JUNE	ELECTRICITY	34.14	
06/16/2020	INVOICE	169034 JUNE	ELECTRICITY	25.00	
06/16/2020	INVOICE	169035 JUNE	ELECTRICITY	25.00	
06/16/2020	INVOICE	169036 JUNE	ELECTRICITY	133.80	
06/16/2020	INVOICE	169038 JUNE	ELECTRICITY	4,034.88	
06/16/2020	INVOICE	169039 JUNE	ELECTRICITY	33.82	
06/16/2020	INVOICE	169041 JUNE	ELECTRICITY	30.49	
06/16/2020	INVOICE	169042 JUNE	ELECTRICITY	234.41	
06/16/2020	INVOICE	169043 JUNE	ELECTRICITY	37.45	
06/16/2020	INVOICE	169044 JUNE	ELECTRICITY	38.33	
06/16/2020	INVOICE	169045 JUNE	ELECTRICITY	37.54	
06/16/2020	INVOICE	169047 JUNE	ELECTRICITY	25.00	
06/16/2020	INVOICE	169046 JUNE	ELECTRICITY	58.83	
06/16/2020	INVOICE	169048 JUNE	ELECTRICITY	40.68	
06/16/2020	INVOICE	169050 JUNE	ELECTRICITY	109.34	
06/16/2020	INVOICE	169051 JUNE	ELECTRICITY	25.10	
06/16/2020	INVOICE	169053 JUNE	ELECTRICITY	36.41	
06/16/2020	INVOICE	169055 JUNE	ELECTRICITY	25.10	
06/16/2020	INVOICE	169056 JUNE	ELECTRICITY	38.13	
06/16/2020	INVOICE	169057 JUNE	ELECTRICITY	25.00	
06/16/2020	INVOICE	169058 JUNE	ELECTRICITY	39.21	
06/16/2020	INVOICE	169060 JUNE	ELECTRICITY	27.84	
06/16/2020	INVOICE	169061 JUNE	ELECTRICITY	31.47	
06/16/2020	INVOICE	169062 JUNE	ELECTRICITY	153.05	
06/16/2020	INVOICE	169064 JUNE	ELECTRICITY	28.92	
06/16/2020	INVOICE	169065 JUNE	ELECTRICITY	384.00	
06/16/2020	INVOICE	169066 JUNE	ELECTRICITY	41.76	
06/16/2020	INVOICE	169067 JUNE	ELECTRICITY	708.00	
06/16/2020	INVOICE	169068 JUNE	ELECTRICITY	870.00	
06/16/2020	INVOICE	169069 JUNE	ELECTRICITY	38.55	
06/16/2020	INVOICE	169071 JUNE	ELECTRICITY	2,554.24	
06/16/2020	INVOICE	169072 JUNE	ELECTRICITY	250.00	
06/16/2020	INVOICE	169073 JUNE	ELECTRICITY	36.27	
06/16/2020	INVOICE	169074 JUNE	ELECTRICITY	30.10	
06/16/2020	INVOICE	169077 JUNE	ELECTRICITY	25.20	
06/16/2020	INVOICE	169080 JUNE	ELECTRICITY	116.46	
06/16/2020	INVOICE	169081 JUNE	ELECTRICITY	34.02	
06/16/2020	INVOICE	169082 JUNE	ELECTRICITY	90.10	
06/16/2020	INVOICE	169083 JUNE	ELECTRICITY	1,154.59	
06/16/2020	INVOICE	169084 JUNE	ELECTRICITY	934.31	
06/16/2020	INVOICE	169085 JUNE	ELECTRICITY	1,002.67	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/16/2020	INVOICE	169086 JUNE	ELECTRICITY	1,238.15	
06/16/2020	INVOICE	169087 JUNE	ELECTRICITY	865.94	
06/16/2020	INVOICE	169089 JUNE	ELECTRICITY	32.55	
06/16/2020	INVOICE	169090 JUNE	ELECTRICITY	33.82	
06/16/2020	INVOICE	169091 JUNE	ELECTRICITY	61.68	
06/16/2020	INVOICE	169092 JUNE	ELECTRICITY	67.36	
06/16/2020	INVOICE	169093 JUNE	ELECTRICITY	58.25	
06/16/2020	INVOICE	169094 JUNE	ELECTRICITY	46.98	
06/16/2020	INVOICE	169096 JUNE	ELECTRICITY	467.03	
06/16/2020	INVOICE	169097 JUNE	ELECTRICITY	27.74	
06/16/2020	INVOICE	169098 JUNE	ELECTRICITY	31.87	
06/16/2020	INVOICE	169120 JUNE	ELECTRICITY	1,782.00	
06/16/2020	INVOICE	169049 JUNE	ELECTRICITY	538.31	
06/16/2020	INVOICE	400085 JUNE	ELECTRICITY	25.00	
06/16/2020	INVOICE	400068 JUNE	ELECTRICITY	48.91	
06/16/2020	INVOICE	400069 JUNE	ELECTRICITY	33.62	
06/16/2020	INVOICE	169004 JUNE	ELECTRICITY	585.00	
06/16/2020	INVOICE	169099 JUNE	ELECTRICITY	25.00	
06/16/2020	INVOICE	169107 JUNE	ELECTRICITY	29.15	
06/16/2020	INVOICE	169112 JUNE	ELECTRICITY	86.84	
06/16/2020	INVOICE	400001 JUNE	ELECTRICITY	430.14	
06/16/2020	INVOICE	400002 JUNE	ELECTRICITY	176.20	
06/16/2020	INVOICE	400003 JUNE	ELECTRICITY	284.73	
06/16/2020	INVOICE	400004 JUNE	ELECTRICITY	315.87	
06/16/2020	INVOICE	400005 JUNE	ELECTRICITY	27.35	
06/16/2020	INVOICE	400006 JUNE	ELECTRICITY	25.00	
06/16/2020	INVOICE	400007 JUNE	ELECTRICITY	25.49	
06/16/2020	INVOICE	400008 JUNE	ELECTRICITY	25.00	
06/16/2020	INVOICE	400009 JUNE	ELECTRICITY	48.32	
06/16/2020	INVOICE	400010 JUNE	ELECTRICITY	57.73	
06/16/2020	INVOICE	400011 JUNE	ELECTRICITY	29.31	
06/16/2020	INVOICE	400012 JUNE	ELECTRICITY	33.04	
06/16/2020	INVOICE	400013 JUNE	ELECTRICITY	36.76	
06/16/2020	INVOICE	400015 JUNE	ELECTRICITY	281.80	
06/16/2020	INVOICE	400017 JUNE	ELECTRICITY	42.64	
06/16/2020	INVOICE	400018 JUNE	ELECTRICITY	38.82	
06/16/2020	INVOICE	400019 JUNE	ELECTRICITY	25.00	
06/16/2020	INVOICE	400020 JUNE	ELECTRICITY	208.48	
06/16/2020	INVOICE	400021 JUNE	ELECTRICITY	36.20	
06/16/2020	INVOICE	400023 JUNE	ELECTRICITY	48.52	
06/16/2020	INVOICE	400024 JUNE	ELECTRICITY	27.35	
06/16/2020	INVOICE	400025 JUNE	ELECTRICITY	43.23	
06/16/2020	INVOICE	400026 JUNE	ELECTRICITY	53.03	
06/16/2020	INVOICE	400028 JUNE	ELECTRICITY	43.16	
06/16/2020	INVOICE	400029 JUNE	ELECTRICITY	81.67	
06/16/2020	INVOICE	400030 JUNE	ELECTRICITY	34.21	
06/16/2020	INVOICE	400032 JUNE	ELECTRICITY	86.93	
06/16/2020	INVOICE	400034 JUNE	ELECTRICITY	25.39	
06/16/2020	INVOICE	400036 JUNE	ELECTRICITY	516.17	
06/16/2020	INVOICE	400039 JUNE	ELECTRICITY	105.22	
06/16/2020	INVOICE	400040 JUNE	ELECTRICITY	28,695.32	
06/16/2020	INVOICE	400041 JUNE	ELECTRICITY	431.43	
06/16/2020	INVOICE	400044 JUNE	ELECTRICITY	39.88	
06/16/2020	INVOICE	400045 JUNE	ELECTRICITY	74.98	
06/16/2020	INVOICE	400047 JUNE	ELECTRICITY	296.24	
06/16/2020	INVOICE	400048 JUNE	ELECTRICITY	165.46	
06/16/2020	INVOICE	400049 JUNE	ELECTRICITY	99.70	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/16/2020	INVOICE	400051 JUNE	ELECTRICITY	25.00	
06/16/2020	INVOICE	400052 JUNE	ELECTRICITY	34.02	
06/16/2020	INVOICE	400054 JUNE	ELECTRICITY	25.00	
06/16/2020	INVOICE	400055 JUNE	ELECTRICITY	25.00	
06/16/2020	INVOICE	400057 JUNE	ELECTRICITY	36.39	
06/16/2020	INVOICE	400058 JUNE	ELECTRICITY	264.01	
06/16/2020	INVOICE	400059 JUNE	ELECTRICITY	149.16	
06/16/2020	INVOICE	400060 JUNE	ELECTRICITY	10,234.60	
06/16/2020	INVOICE	169121 JUNE	ELECTRICITY	5,220.00	
06/16/2020	INVOICE	400061 JUNE	ELECTRICITY	43.03	
06/16/2020	INVOICE	400062 JUNE	ELECTRICITY	33.53	
06/16/2020	INVOICE	400063 JUNE	ELECTRICITY	36.37	
06/16/2020	INVOICE	400064 JUNE	ELECTRICITY	323.57	
06/16/2020	INVOICE	400065 JUNE	ELECTRICITY	3,498.39	
06/16/2020	INVOICE	400070 JUNE	ELECTRICITY	1,443.09	
06/16/2020	INVOICE	400071 JUNE	ELECTRICITY	36.27	
06/16/2020	INVOICE	400072 JUNE	ELECTRICITY	33.33	
06/16/2020	INVOICE	400073 JUNE	ELECTRICITY	38.13	
06/16/2020	INVOICE	400075 JUNE	ELECTRICITY	41.66	
06/16/2020	INVOICE	400076 JUNE	ELECTRICITY	32.45	
06/16/2020	INVOICE	400077 JUNE	ELECTRICITY	27.45	
06/16/2020	INVOICE	400078 JUNE	ELECTRICITY	25.00	
06/16/2020	INVOICE	400079 JUNE	ELECTRICITY	197.98	
06/16/2020	INVOICE	400080 JUNE	ELECTRICITY	85.29	
06/16/2020	INVOICE	400081 JUNE	ELECTRICITY	58.34	
06/16/2020	INVOICE	400083 JUNE	ELECTRICITY	50.48	
06/16/2020	INVOICE	400084 JUNE	ELECTRICITY	66.36	
06/16/2020	INVOICE	400087 JUNE	ELECTRICITY	1,182.28	
06/16/2020	INVOICE	400091 JUNE	ELECTRICITY	126.17	
06/16/2020	INVOICE	400092 JUNE	ELECTRICITY	27.74	
06/16/2020	INVOICE	400093 JUNE	ELECTRICITY	35.88	
06/16/2020	INVOICE	400094 JUNE	ELECTRICITY	105.62	
06/16/2020	INVOICE	400095 JUNE	ELECTRICITY	109.32	
06/16/2020	INVOICE	400096 JUNE	ELECTRICITY	891.00	
06/16/2020	INVOICE	400097 JUNE	ELECTRICITY	783.24	
Total:				80,618.21	
Net of 160 Invoices / 0 Checks				80,618.21	
01806	M & L INC				
06/16/2020	INVOICE	02	YARD WASTE REMOVAL CONTRACT	11,897.55	
Total:				11,897.55	
Net of 1 Invoices / 0 Checks				11,897.55	
02806	MACQUEEN EQUIPMENT				
06/16/2020	INVOICE	P05937	BROOM SUPPLIES	540.78	
Total:				540.78	
Net of 1 Invoices / 0 Checks				540.78	
00401	MAIL PREP ETC				
06/16/2020	INVOICE	2047	DAILY POSTAGE, UTILITY BILLS	4,174.86	
Total:				4,174.86	
Net of 1 Invoices / 0 Checks				4,174.86	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
02369	MASTER CARE SERVICES INC				
06/16/2020	INVOICE	14043	PREP/PAINT LOUNGE, HALL, BATHROOMS, MAIN RM.	2,120.00	
			Total:	2,120.00	
			Net of 1 Invoices / 0 Checks	2,120.00	
03212	MATHESON-LINWELD				
06/16/2020	INVOICE	51642947	CHEMICALS	25.11	
06/16/2020	INVOICE	21800425	OXYGEN	315.20	
			Total:	340.31	
			Net of 2 Invoices / 0 Checks	340.31	
03220	MENARDS				
06/16/2020	INVOICE	17335	UTILITY CART	151.30	
06/16/2020	INVOICE	17373	SUPPLIES	13.24	
06/16/2020	INVOICE	17416	STEEL RACKING BEAM	111.92	
06/16/2020	INVOICE	17455	HOOKS, WIRE	8.92	
06/16/2020	INVOICE	17451	REGULATOR, NIPPLE	23.58	
06/16/2020	INVOICE	17424	4X8 OSB	49.44	
06/16/2020	INVOICE	17563	SUPPLIES	9.92	
06/16/2020	INVOICE	17561	SUPPLIES	47.80	
06/16/2020	INVOICE	17471	SUPPLIES	360.70	
06/16/2020	INVOICE	17714	SUPPLIES	37.70	
06/16/2020	INVOICE	17970	SUPPLIES	69.57	
06/16/2020	INVOICE	17808	2WAY RADIOS	79.98	
06/16/2020	INVOICE	17723	STRIPING PAINT	82.94	
06/16/2020	INVOICE	17721	CUTTING WHEEL	(9.48)	
06/16/2020	INVOICE	17711	CUTTING WHEEL, FILTERS, MOP, SLEDGEHAMMER	57.18	
06/16/2020	INVOICE	17281	SUPPLIES	13.88	
06/16/2020	INVOICE	17175	SUPPLIES	101.87	
06/16/2020	INVOICE	17199	STRIPING PAINT	28.68	
06/16/2020	INVOICE	17359	CRACK FILLER	57.68	
06/16/2020	INVOICE	17343	SUPPLIES	108.47	
06/16/2020	INVOICE	17238	SUPPLIES	567.62	
06/16/2020	INVOICE	17204	WASTEBASKET, BROOM, BUCKET, TRASH CAN	329.08	
06/16/2020	INVOICE	18207	SAFETY GLASSES	8.58	
06/16/2020	INVOICE	17652	FACE SHIELD	11.99	
06/16/2020	INVOICE	17748	TRASH CANS	157.26	
06/16/2020	INVOICE	17909	PEST CONTROL SUPPLIES	49.06	
06/16/2020	INVOICE	18358	WIRE SPLICE SLEEVE	13.93	
06/16/2020	INVOICE	18362	SUPPLIES, WATER	93.20	
			Total:	2,636.01	
			Net of 28 Invoices / 0 Checks	2,636.01	
00717	MIDWEST DIESEL INC				
06/16/2020	INVOICE	87508	PARTS FOR #41	111.92	
			Total:	111.92	
			Net of 1 Invoices / 0 Checks	111.92	
03224	MIDWEST LABORATORIES INC				
06/16/2020	INVOICE	992817	TESTING/SHIPPING CHARGES	306.50	
06/16/2020	INVOICE	992816	SUPPLIES	221.21	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	527.71	
			Net of 2 Invoices / 0 Checks	527.71	
00463	MIKE'S TOWING				
06/16/2020	INVOICE	9538	TOWING SERVICE	90.00	
06/16/2020	INVOICE	9539	TOWING SERVICE	90.00	
			Total:	180.00	
			Net of 2 Invoices / 0 Checks	180.00	
02303	MSC INDUSTRIAL SUPPLY CO				
06/16/2020	INVOICE	54752182	S HOOKS	15.69	
			Total:	15.69	
			Net of 1 Invoices / 0 Checks	15.69	
00960	MUELLER SHANE				
06/16/2020	INVOICE	MONTHLY	CLOSE CEMETERY GATES	146.50	
			Total:	146.50	
			Net of 1 Invoices / 0 Checks	146.50	
00153	MUELLER SPRINKLERS				
06/16/2020	INVOICE	52134	HUNTER MODULES, 8-STATION BASE	590.54	
06/16/2020	INVOICE	60424	BLADES	66.15	
			Total:	656.69	
			Net of 2 Invoices / 0 Checks	656.69	
00210	MUNICIPAL PIPE TOOL CO LLC				
06/16/2020	INVOICE	31581	REPAIR FOR OZIII	3,721.71	
06/16/2020	INVOICE	31530	(6) SLEEVE, 6" PIPE, 26 GAUGE, 18"L	4,375.22	
			Total:	8,096.93	
			Net of 2 Invoices / 0 Checks	8,096.93	
02527	NATIONAL ENQUIRER				
06/16/2020	INVOICE	053120LIBR	SUBSCRIPTION RENEWAL	139.88	
			Total:	139.88	
			Net of 1 Invoices / 0 Checks	139.88	
10313	NEWS CHANNEL NEBRASKA				
06/16/2020	INVOICE	20050102	SWM ADVERTISING	299.00	
			Total:	299.00	
			Net of 1 Invoices / 0 Checks	299.00	
00259	NIEMANN'S PORT-A-POT LLC				
06/16/2020	INVOICE	I3218	MAY RENTALS	40.00	
			Total:	40.00	
			Net of 1 Invoices / 0 Checks	40.00	
00221	NORTHEAST NE VOL FIREFIGHTERS				
06/16/2020	INVOICE	061020VFD	ANNUAL DUES-COLUMBUS VOLUNTEER FIRE DEPT	50.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	50.00	
			Net of 1 Invoices / 0 Checks	50.00	
03245 06/16/2020	NORTHEAST NEBRASKA SOLID INVOICE	053120TRANS	MAY LANDFILL CHARGES	70,305.47	
			Total:	70,305.47	
			Net of 1 Invoices / 0 Checks	70,305.47	
00065 06/16/2020	OBERG LOCKSMITH INVOICE	0003755	REKEY 7 LOCKS, NEW KEYS	122.00	
			Total:	122.00	
			Net of 1 Invoices / 0 Checks	122.00	
00358 06/16/2020	OBRIST & CO INC INVOICE	3	SED45, WED63	125,788.04	
			Total:	125,788.04	
			Net of 1 Invoices / 0 Checks	125,788.04	
00874 06/16/2020	OCLC, INC INVOICE	1000042231	CATALOGING AND METADATA	875.79	
			Total:	875.79	
			Net of 1 Invoices / 0 Checks	875.79	
03171 06/16/2020	OFFICENET INVOICE	IN62965	COPIER CONTRACT	39.00	
06/16/2020	INVOICE	94114-0	INK CARTRIDGES	85.58	
06/16/2020	INVOICE	941323-0	SALES BOOK, HANGING FOLDERS	12.03	
06/16/2020	INVOICE	938378-0	HAND SANITIZER	59.04	
06/16/2020	INVOICE	941165-0	FILE BOXES	28.32	
06/16/2020	INVOICE	941164-0	POST-IT MOTES	18.32	
06/16/2020	INVOICE	941161-0	HP INK CARTRIDGES	161.42	
06/16/2020	INVOICE	941162-0	ENVELOPE MOISTENER	2.48	
06/16/2020	INVOICE	C 940966-0	CREDIT LASER CARTRIDGES	(247.38)	
06/16/2020	INVOICE	941163-0	LASER CARTRIDGES	224.94	
06/16/2020	INVOICE	938164-0	(3) HON CRED SHELL 48X24	340.56	
06/16/2020	INVOICE	936447-0	CREDIT (3) HON 4/8X24 TABLES	(340.56)	
06/16/2020	INVOICE	C 940752-0	CREDIT MASKS-BILLED WRONG PRICE	(79.90)	
06/16/2020	INVOICE	941046-0	FACE MASKS	70.00	
06/16/2020	INVOICE	940903-0	KEY TAGS, ENV, TAPE, SCISSORS	33.04	
06/16/2020	INVOICE	940857-0	LAMINATE ROLL	663.15	
06/16/2020	INVOICE	940966-0	LASER CARTRIDGES	247.38	
06/16/2020	INVOICE	940978-0	ROLLFILM	94.46	
06/16/2020	INVOICE	940955-0	128GB PINSTRIPE DRIVE	16.75	
06/16/2020	INVOICE	940752-0	FACE MASKS	79.90	
06/16/2020	INVOICE	970723-0	BOXES, PENS, BINDERS	201.54	
06/16/2020	INVOICE	940719-0	FACE MASKS	35.00	
06/16/2020	INVOICE	940712-0	CLEANING SUPPLIES	98.41	
06/16/2020	INVOICE	940797-0	PENS/REFILLS	33.06	
06/16/2020	INVOICE	940796-0	CERTIFICATES, MARKERS, PADS	28.14	
06/16/2020	INVOICE	941227-0	LAMINATING POUCH	3.60	
06/16/2020	INVOICE	941353-0	DRY ERASE MARKERS	17.46	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	1,925.74	
			Net of 27 Invoices / 0 Checks	1,925.74	
01451	ONE CALL CONCEPTS INC				
06/16/2020	INVOICE	0050124	LOCATE FEES	308.43	
			Total:	308.43	
			Net of 1 Invoices / 0 Checks	308.43	
01307	ONE SOURCE				
06/16/2020	INVOICE	1639-20200531	BACKGROUND CHECKS	96.00	
06/16/2020	INVOICE	1639V-20200531	BACKGROUND CHECKS	157.00	
			Total:	253.00	
			Net of 2 Invoices / 0 Checks	253.00	
00176	O'REILLY AUTOMOTIVE INC				
06/16/2020	INVOICE	0681-449783	DROP LIGHT, BATTERIES, WIPER BLADES RE: FC4:	106.45	
06/16/2020	INVOICE	0681-453005	FUEL HOSE	33.00	
06/16/2020	INVOICE	0681-452507	GLOVES, WRENCHES	74.45	
06/16/2020	INVOICE	0681-452476	MIXING CUP	4.74	
06/16/2020	INVOICE	0681-452694	PARTS	45.34	
			Total:	263.98	
			Net of 5 Invoices / 0 Checks	263.98	
10419	ORTMEIER, SHEILA				
06/16/2020	INVOICE	052920PP	REFUND PLUNGE PORTION OF 2020 PASS	85.00	
			Total:	85.00	
			Net of 1 Invoices / 0 Checks	85.00	
03010	PACE ANALYTICAL SERVICES LLC				
06/16/2020	INVOICE	2060107025	TOXICITY TESTING	774.00	
			Total:	774.00	
			Net of 1 Invoices / 0 Checks	774.00	
03258	PETTY CASH				
06/16/2020	INVOICE	060320POLICE	POSTAGE, VEHICLE MAINT, TRAINING, SUPPLIES	90.50	
06/16/2020	INVOICE	060320CLERK	RECORD REQUEST, CLEANING SUPPLIES	19.22	
			Total:	109.72	
			Net of 2 Invoices / 0 Checks	109.72	
00155	PLATTE COUNTY				
06/16/2020	INVOICE	MONTHLY	COUNTY ATTORNEY SERVICES	3,097.23	
06/16/2020	INVOICE	051520E911	REIMBURSE E911 FUNDS PD TO CITY IN ERROR	23,654.98	
			Total:	26,752.21	
			Net of 2 Invoices / 0 Checks	26,752.21	
10241	POMP'S TIRE SERVICE INC.				
06/16/2020	INVOICE	1440005003	REPAIR-DODGE RAM 2500	20.00	
			Total:	20.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Net of 1 Invoices / 0 Checks	20.00	
03261 06/16/2020	PRESTOX INVOICE	6876164	PEST CONTROL	84.00	
			Total:	84.00	
			Net of 1 Invoices / 0 Checks	84.00	
03264 06/16/2020	REARDON LAWN & GARDEN INC INVOICE	3235	BELT AND BEARING FOR GRASSHOPPER	44.98	
06/16/2020	INVOICE	3234	CLUTCH 388771 FOR GRASSHOPPER	279.00	
06/16/2020	INVOICE	3222	BLADES	90.00	
06/16/2020	INVOICE	3243	FIX CUT 31-2	29.99	
06/16/2020	INVOICE	3221	CARBURETOR, MOTOMIX, SPARK PLUGS	175.95	
06/16/2020	INVOICE	3263	DIAMOND WHEELS, WRENCH, SPARK PLUGS	658.48	
			Total:	1,278.40	
			Net of 6 Invoices / 0 Checks	1,278.40	
03265 06/16/2020	RECORDED BOOKS INC INVOICE	76634381	MATERIALS	148.25	
			Total:	148.25	
			Net of 1 Invoices / 0 Checks	148.25	
00161 06/16/2020	REMBOLT LUDTKE LLP INVOICE	159	LEGAL SERVICES-COVID 19	167.50	
			Total:	167.50	
			Net of 1 Invoices / 0 Checks	167.50	
10265 06/16/2020	ROAD BUILDERS MACHINERY AND SUPPLY INVOICE	S02675	FILTER	122.66	
			Total:	122.66	
			Net of 1 Invoices / 0 Checks	122.66	
01596 06/16/2020	RVW INC INVOICE	02195	FIBER OPTIC CONSTRUCTION PHASE	1,581.26	
06/16/2020	INVOICE	012196	CITY PHONE SYSTEM REPLACEMENT	2,384.00	
			Total:	3,965.26	
			Net of 2 Invoices / 0 Checks	3,965.26	
03270 06/16/2020	SAPP BROS COLUMBUS INC INVOICE	2818817	FUEL	131.45	
06/16/2020	INVOICE	1950604	FUEL	128.86	
06/16/2020	INVOICE	1942444	FUEL	38.82	
06/16/2020	INVOICE	2823081	FUEL	28.62	
06/16/2020	INVOICE	40158229	FUEL	11.05	
			Total:	338.80	
			Net of 5 Invoices / 0 Checks	338.80	
03268 06/16/2020	SAPP BROS PETROLEUM INC INVOICE	IN3126376	FUEL	708.21	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/16/2020	INVOICE	IN3133244	FUEL	3,952.00	
06/16/2020	INVOICE	IN3134437	FUEL	342.08	
06/16/2020	INVOICE	IN3134963	FUEL	587.00	
06/16/2020	INVOICE	IN3134727	FUEL	1,067.63	
06/16/2020	INVOICE	IN3134726	FUEL	3,813.50	
06/16/2020	INVOICE	IN23047897	FUEL	120.45	
Total:				10,590.87	
Net of 7 Invoices / 0 Checks				10,590.87	
03271	SCHIEFFER SIGNS INC				
06/16/2020	INVOICE	40256	UNIT #176-CONVERT TO COMMUNITY SERVICE VEHI	215.00	
06/16/2020	INVOICE	40240	LETTERING, STRIPING-UNIT 197	335.00	
Total:				550.00	
Net of 2 Invoices / 0 Checks				550.00	
02827	SCHINDLER ELEVATOR CORPORATION				
06/16/2020	INVOICE	8105339247	ELEVATOR MAINTENANCE AGREEMENT	575.72	
Total:				575.72	
Net of 1 Invoices / 0 Checks				575.72	
03275	SECURITY EQUIPMENT INC				
06/16/2020	INVOICE	571657	ADDITION TO CAMERA SYSTEM-FIRE STATION	2,384.00	
06/16/2020	INVOICE	571689	ACCESS CONTROL UPGRADE-FIRE STATION	16,422.50	
Total:				18,806.50	
Net of 2 Invoices / 0 Checks				18,806.50	
03115	SEMPEK PAINT & REPAIR				
06/16/2020	INVOICE	417514	SANDBLASTED PARK BENCHES	1,700.00	
Total:				1,700.00	
Net of 1 Invoices / 0 Checks				1,700.00	
00465	SERVICEMASTER BY SHEVLIN				
06/16/2020	INVOICE	7357	MONTHLY JANITORIAL SERVICE	1,452.00	
Total:				1,452.00	
Net of 1 Invoices / 0 Checks				1,452.00	
02655	SHANE'S REPAIR				
06/16/2020	INVOICE	35	LICENCE-AC DELCO/PROGR TRANSMISSION COMPUTE	40.00	
Total:				40.00	
Net of 1 Invoices / 0 Checks				40.00	
03276	SHERWIN-WILLIAMS CO				
06/16/2020	INVOICE	7133-9	COLORTOGO SA EW PAINT	5.65	
06/16/2020	INVOICE	6896-2	QP REPAIR KIT	121.50	
Total:				127.15	
Net of 2 Invoices / 0 Checks				127.15	
03277	SIPPLE, HANSEN, EMERSON,				

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
06/16/2020	INVOICE	1-00M MAY	MAY LEGAL SERVICES	6,820.20	
			Total:	6,820.20	
			Net of 1 Invoices / 0 Checks	6,820.20	
00118 06/16/2020	SOLID WASTE ASSOCIATION OF INVOICE	2021-57993	MIKE SHEMEK/MEMBER ID: 57993	268.00	
			Total:	268.00	
			Net of 1 Invoices / 0 Checks	268.00	
02814 06/16/2020	SOUTHERN CARLSON INC. INVOICE	CB41420327	CUT-OFF WHEEL	27.50	
			Total:	27.50	
			Net of 1 Invoices / 0 Checks	27.50	
03280 06/16/2020	STATE OF NEBR DEPT OF REVENUE INVOICE	05.31.2020 UTILITI	SALES TAX - MAY 2020	51,939.93	
06/16/2020	INVOICE	05.31.2020 POOLS	MAY 2020 SALES TAX	11.88	
06/16/2020	INVOICE	053120GOLF	MAY SALES TAX	3,622.85	
			Total:	55,574.66	
			Net of 3 Invoices / 0 Checks	55,574.66	
02183 06/16/2020	SUNBELT RENTALS INC INVOICE	101806750-0001	19' CAB SHOOTING BOOM FORKLIFT RENTAL RE: M	888.20	
			Total:	888.20	
			Net of 1 Invoices / 0 Checks	888.20	
00105 06/16/2020	SUPER SAVER INVOICE	111462	FOOD AND SUPPLIES	53.86	
06/16/2020	INVOICE	109577	FOOD FOR 6/2/20 PROTEST STANDBY STAFF	96.79	
			Total:	150.65	
			Net of 2 Invoices / 0 Checks	150.65	
00110 06/16/2020	SYSCO LINCOLN INVOICE	361076809	CREDIT FOR LETTUCE/MILK	(38.91)	
06/16/2020	INVOICE	361091340	FOAM CONTAINERS, LIDS, FOOD	1,225.11	
06/16/2020	INVOICE	361094266	CREDIT VEGETABEL MIX, APRON	(73.44)	
06/16/2020	INVOICE	361100087	FOOD	3,674.35	
06/16/2020	INVOICE	361104111	CREDIT PORK LOIN, BEEF RND BOM GOOSENECK	(1,525.52)	
06/16/2020	INVOICE	361108603	SANITIZER, FOOD	1,121.12	
06/16/2020	INVOICE	361112991	CREDIT MILK	(105.40)	
06/16/2020	INVOICE	361117606	PLASTIC LIDS, GLOVES, FOOD	1,677.21	
06/16/2020	INVOICE	361126493	FOAM CONTAINERS, PLASTIC LIDS, FOOD	1,068.17	
			Total:	7,022.69	
			Net of 9 Invoices / 0 Checks	7,022.69	
02743 06/16/2020	TELECOMMUNICATION SYSTEMS INC. INVOICE	04INV-000038732	MONTHLY CIRCUIT FEE	1,554.00	
06/16/2020	INVOICE	04INV-000038733	ANNUAL MAINTENANCE AND MONITORING FEE	5,000.00	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
			Total:	6,554.00	
			Net of 2 Invoices / 0 Checks	6,554.00	
10271	THE HOME DEPOT PRO				
06/16/2020	INVOICE	554927244	CLEANING SUPPLIES	589.14	
06/16/2020	INVOICE	554669341	BRUTE HD BUCKETS	50.10	
			Total:	639.24	
			Net of 2 Invoices / 0 Checks	639.24	
03128	TIRE OUTLET INC				
06/16/2020	INVOICE	177782	CARLISLE TURF SAVER TIRE FOR GRAVELY MOWER	69.00	
06/16/2020	INVOICE	177229	REPAIR/CASE LOADER	75.00	
06/16/2020	INVOICE	177238	2 USED TRUCK TIRES FOR SPARES	130.00	
06/16/2020	INVOICE	177240	REPAIRS FOR #4 AND #20	120.00	
06/16/2020	INVOICE	176630	REPAIR-#6	30.00	
06/16/2020	INVOICE	176635	LP 22.5 USED - #74A	155.00	
06/16/2020	INVOICE	177319	2 HERCULES, 1 CARLISLE TURF MASTER	211.00	
			Total:	790.00	
			Net of 7 Invoices / 0 Checks	790.00	
10418	TOTAL FIRE & SECURITY INC.				
06/16/2020	INVOICE	10072	CELLULAR DIALER	400.00	
06/16/2020	INVOICE	10073	ANNUAL BILLING FOR UL LISTED MONITORING	480.00	
			Total:	880.00	
			Net of 2 Invoices / 0 Checks	880.00	
03283	TRACTOR SUPPLY CREDIT PLAN				
06/16/2020	INVOICE	477861	SUPPLIES	35.33	
06/16/2020	INVOICE	476219	SLEDGE HANDLE, SMOKE BOMBS	86.87	
06/16/2020	INVOICE	478664	STEEL CASTERS	45.98	
06/16/2020	INVOICE	478682	STEEL CASTERS	45.98	
			Total:	214.16	
			Net of 4 Invoices / 0 Checks	214.16	
00357	TURFWERKS				
06/16/2020	INVOICE	0I49740	DRIVESHAFT	706.99	
			Total:	706.99	
			Net of 1 Invoices / 0 Checks	706.99	
01413	TWIN RIVERS VETERINARY CLINIC				
06/16/2020	INVOICE	142003/142295	ANIMAL CARE	122.00	
			Total:	122.00	
			Net of 1 Invoices / 0 Checks	122.00	
10298	TY'S OUTDOOR POWER & SERVICE				
06/16/2020	INVOICE	G092351	HIGHLIFT BLASES	99.24	
			Total:	99.24	
			Net of 1 Invoices / 0 Checks	99.24	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
00289 06/16/2020	UNION PACIFIC INVOICE	RAILROAD CO 90096428	PLAN REVIEW/CONSTR-12AV OH, CLOSURE OF AT GI	2,293.06	
			Total:	2,293.06	
			Net of 1 Invoices / 0 Checks	2,293.06	
02792 06/16/2020	VENDNET INVOICE	846955	CONTROL BOARD, PROX RDR/RFID-HID, POWER BOX	3,360.43	
			Total:	3,360.43	
			Net of 1 Invoices / 0 Checks	3,360.43	
03060 06/16/2020	VERIZON CONNECT NWF, INC. INVOICE	OSV00000124317	GPS SERVICE	32.90	
			Total:	32.90	
			Net of 1 Invoices / 0 Checks	32.90	
01181 06/16/2020	VERIZON WIRELESS INVOICE	9855499611	CELL PHONE CHARGES 5/24/6/26/20	1,780.93	
06/16/2020	INVOICE	9855456144	CELL PHONE CHARGES 5/27-6/26/20	546.29	
			Total:	2,327.22	
			Net of 2 Invoices / 0 Checks	2,327.22	
00704 06/16/2020	WAHLTEK, INC. INVOICE	69131	NEXLOG API ACCESS LICENSE/MONITORING-INSTAL:	3,995.00	
			Total:	3,995.00	
			Net of 1 Invoices / 0 Checks	3,995.00	
03154 06/16/2020	WASTE CONNECTIONS OF NEBRASKA INVOICE	5591478	MAY GARBAGE SERVICE	225.06	
			Total:	225.06	
			Net of 1 Invoices / 0 Checks	225.06	
02708 06/16/2020	WELLNESS PARTNERS LLC INVOICE	4059	JUNE 2020 NEWSLETTERS	10.00	
			Total:	10.00	
			Net of 1 Invoices / 0 Checks	10.00	
01314 06/16/2020	WORTMAN STEVE INVOICE	060820CEM	REIMB WATER FOR WORKERS	11.28	
			Total:	11.28	
			Net of 1 Invoices / 0 Checks	11.28	
00215 06/16/2020	ZIMCO SUPPLY CO INVOICE	142715	NUFARM PINPOINT, EXTERIS STRESSGUARD	3,146.25	
			Total:	3,146.25	
			Net of 1 Invoices / 0 Checks	3,146.25	

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Amt
invoices and 0 checks for 150 vendors:				1,164,336.00	

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

6. **SPECIAL PRESENTATIONS - None**

7. **PUBLIC HEARINGS**

- A. 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. (Continued from May 18th meeting.) (Planning Commission recommends approval.)

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska, will be held on Monday, May 18, 2020, at 7 p.m. on the application for a special use permit to allow convenience storage on the following described real estate in a "B-2" (General Commercial District) zone: Unit 2 of Columbus Retail Condominium Regime, A Subdivision of Lot 5, Legacy Square Subdivision to the City of Columbus, Platte County, Nebraska, being more particularly described as follows: Commencing at the Northwest Corner of said Lot 5, thence Easterly on the North Line of said Lot 5, a distance of 198.90 Feet; thence turning Southerly, a distance of 6.80 Feet to the Northwest Corner of building shell, and the point of beginning; thence turning Easterly, and running on the exterior of the building shell for the next 14 courses, a distance of 315.00 Feet; thence turning Southerly, a distance of 33.70 Feet; thence turning Easterly, a distance of 1.60 Feet; thence turning South-Easterly, a distance of 8.60 Feet; thence turning Southwesterly, a distance of 8.30 Feet; thence turning Westerly, a distance of 1.60 Feet; thence turning Southerly, a distance of 66.10 Feet; thence turning Easterly, a distance of 1.60 Feet; thence turning South-Easterly, a distance of 7.30 Feet; thence turning South-Westerly, a distance of 8.70 Feet; thence turning Westerly, a distance of 1.60 Feet; thence turning Southerly, a distance of 33.60 Feet; thence turning Westerly, a distance of 24.00 Feet; thence turning Southerly, a distance of 19.95 Feet, to the division line between Unit 1 and Unit 2; thence turning Westerly, and running on the division line between Unit 1 and Unit 2, for a distance of 250.80 Feet; thence turning Southerly, and running on the division line between Unit 1 and Unit 2, for a distance of 80.33 Feet; thence turning Westerly, and running on the division line between Unit 1 and Unit 2, a distance of 40.20 Feet to the West Line of building shell; thence turning Northerly, and running on the West Line of building shell, a distance of 256.28 Feet to the Northwest corner of building shell, and the point of beginning, said Unit 2 of Columbus Retail Condominium Regime contains 58,277.68 Square Feet more or less (3620 23 Street).

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.

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

Dated this 7 day of May, 2020.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 05:07:2020
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: May 6, 2020
FROM: Dan Curtis
TO: City Administrator Tara Vasicek
RE: Special Use Permit for Columbus Retail, LLC

RECOMMENDATION:

I recommend approval of the Special Use permit to allow Convenience Storage in a B-2 zoning district as indicated on the application.

DISCUSSION:

We have received an application for a Special Use permit to allow convenience storage within part of Unit 2 as indicated in the legal description submitted as part of the application. All storage units will be located within the existing building. With limited area for parking, I believe this is a good use for the building and recommend approval.

FISCAL IMPACT:

None

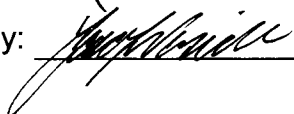
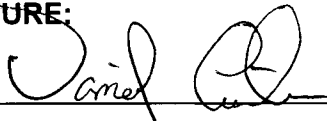
ALTERNATIVE:

Deny the Permit

SIGNATURE:

By: _____

Approved By: _____



SPECIAL USE PERMIT APPLICATION

The following Application needs to be completed fully and submitted to the City Clerk's office at least twenty-one (21) calendar days before the Planning Commission Meeting at which the Application will be considered. Please complete the following:

Applicant's Name: Columbus Retail, LLC
Applicant's Address: 1000 O Street, Suite 201
Lincoln, NE 68508
Applicant's Phone #: (402) 416-3522
Applicant's E-Mail: mike@nightcaphospitality.com
Property Owner: Columbus Retail, LLC
Address of Property: 3620 23rd Street, Columbus NE

FILED

FEB 21 2020

**CITY CLERK
COLUMBUS, NEBR.**

Legal Description of Property:

Unit 2, Columbus Retail Condominium Regime in accordance with the Declaration recorded on Lot 5, Legacy Square Addition, September 25, 2018 under Book 240 at Page 1227 of the records of Platte County Nebraska

Description of the nature and operating characteristics of the proposed use:

Owner desires to use a portion of Unit 2 for Convenience Storage uses. As shown on the attached site plan, approximately 31,500 square feet of Unit 2 would consist of indoor storage mini-storage units. The convenience storage use would likely be constructed in two phases. The initial phase would consist of approximately 15,177 square feet of Unit 2, which would be converted into approximately 60 mini storage units as set forth on the attached preliminary site plan. The second phase would consist of converting the remaining 16,319 square feet of storage shown in the site plan to approximately 81 mini-storage units. All self-storage units would be located within the existing building and no exterior storage or storage of hazardous chemicals will be permitted.

Please attach any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use to the approving agencies.

See attached preliminary site plan.

I, the undersigned, am the property owner of the property described in this Application or the property owner's authorized agent.

Dated the 18th day of Feb, 2020

Mike Wosh, Managing Member
Property Owner/Authorized Agent

Columbus Retail Condominium Regime

Unit 2 Legal Description

Unit 2 of Columbus Retail Condominium Regime, A Subdivision of Lot 5, Legacy Square Subdivision to the City of Columbus, Platte County, Nebraska, being more particularly described as follows:

Commencing at the Northwest Corner of said Lot 5, thence Easterly on the North Line of said Lot 5, a distance of 198.90 Feet; thence turning Southerly, a distance of 6.80 Feet to the Northwest Corner of building shell, and the point of beginning; thence turning Easterly, and running on the exterior of the building shell for the next 14 courses, a distance of 315.00 Feet; thence turning Southerly, a distance of 33.70 Feet; thence turning Easterly, a distance of 1.60 Feet; thence turning South-Easterly, a distance of 8.60 Feet; thence turning Southwesterly, a distance of 8.30 Feet; thence turning Westerly, a distance of 1.60 Feet; thence turning Southerly, a distance of 66.10 Feet; thence turning Easterly, a distance of 1.60 Feet; thence turning South-Easterly, a distance of 7.30 Feet; thence turning South-Westerly, a distance of 8.70 Feet; thence turning Westerly, a distance of 1.60 Feet; thence turning Southerly, a distance of 33.60 Feet; thence turning Westerly, a distance of 24.00 Feet; thence turning Southerly, a distance of 19.95 Feet, to the division line between Unit 1 and Unit 2; thence turning Westerly, and running on the division line between Unit 1 and Unit 2, for a distance of 250.80 Feet; thence turning Southerly, and running on the division line between Unit 1 and Unit 2, for a distance of 80.33 Feet; thence turning Westerly, and running on the division line between Unit 1 and Unit 2, a distance of 40.20 Feet to the West Line of building shell; thence turning Northerly, and running on the West Line of building shell, a distance of 256.28 Feet to the Northwest corner of building shell, and the point of beginning.

Said Unit 2 of Columbus Retail Condominium Regime contains 58,277.68 Square Feet more or less.

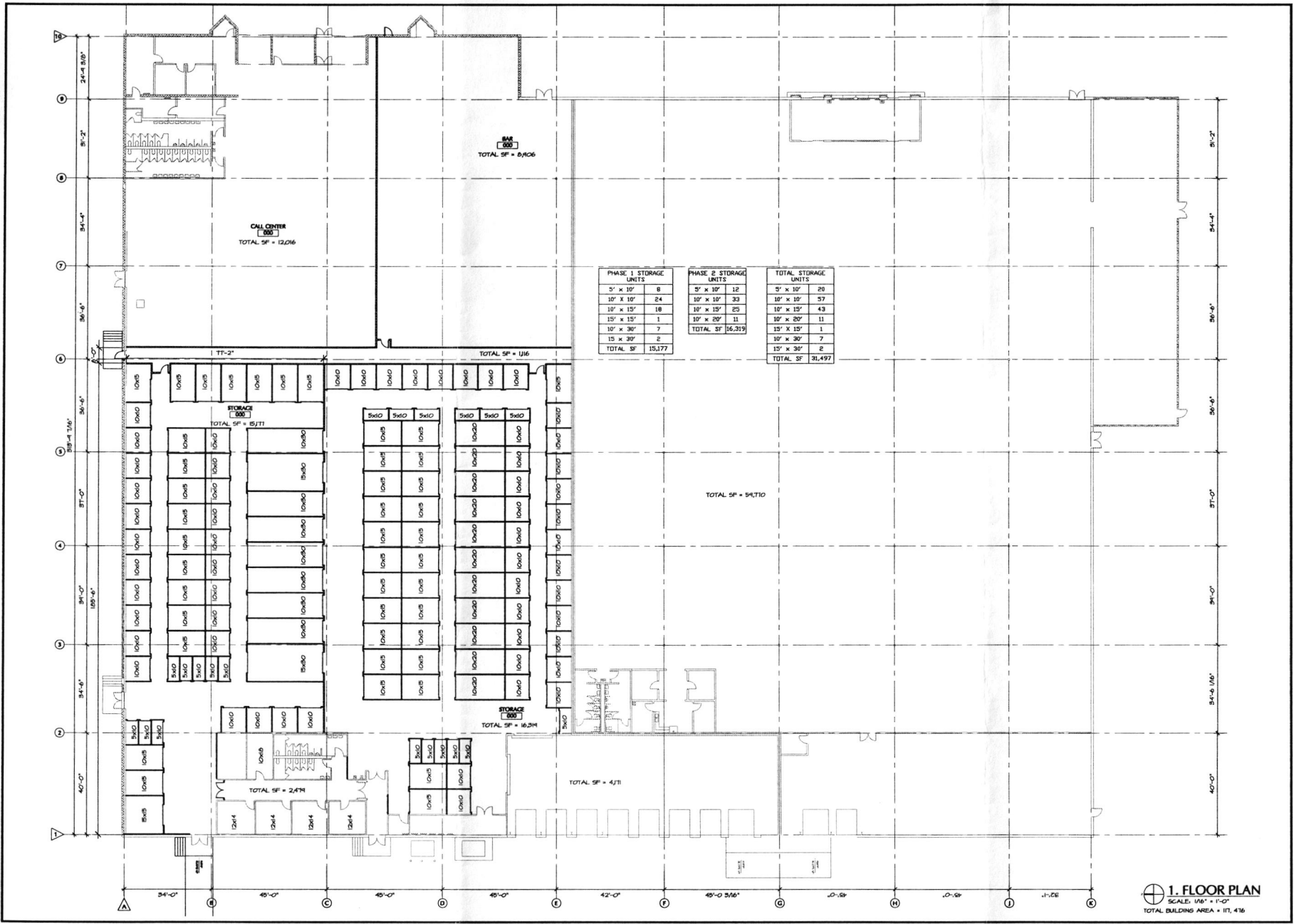
NO. _____
 DATE _____
 REVISIONS _____

COLUMBUS STORAGE
 3564 23RD ST.
 COLUMBUS, NE 68601

FLOOR PLAN

Project:
 Date: 16 JAN 2020
 Revision Date:

A1.1



1. Ordinance No. 20-07 approving special use permit.

ORDINANCE NO. 20-07

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO ISSUE A SPECIAL USE PERMIT, AS AUTHORIZED BY TABLE 4-2, ZONING DISTRICT REGULATIONS, TO ALLOW APPROXIMATELY 32,000 SQUARE FEET OF "CONVENIENCE STORAGE" USE ON THE FOLLOWING DESCRIBED REAL ESTATE IN THE "B-2" (GENERAL COMMERCIAL DISTRICT) ZONE, TO WIT: UNIT 2 OF COLUMBUS RETAIL CONDOMINIUM REGIME, A SUBDIVISION OF LOT 5, LEGACY SQUARE SUBDIVISION TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5, THENCE EASTERLY ON THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 198.90 FEET; THENCE TURNING SOUTHERLY, A DISTANCE OF 6.80 FEET TO THE NORTHWEST CORNER OF BUILDING SHELL, AND THE POINT OF BEGINNING; THENCE TURNING EASTERLY, AND RUNNING ON THE EXTERIOR OF THE BUILDING SHELL FOR THE NEXT 14 COURSES,, A DISTANCE OF 315.00 FEET; THENCE TURNING SOUTHERLY, A DISTANCE OF 33.70 FEET; THENCE TURNING EASTERLY, A DISTANCE OF 1.60 FEET; THENCE TURNING SOUTH-EASTERLY, A DISTANCE OF 8.60 FEET; THENCE TURNING SOUTHWESTERLY, A DISTANCE OF 8.30 FEET; THENCE TURNING WESTERLY, A DISTANCE OF 1.60 FEET; THENCE TURNING SOUTHERLY, A DISTANCE OF 66.10 FEET; THENCE TURNING EASTERLY, A DISTANCE OF 1.60 FEET; THENCE TURNING SOUTH-EASTERLY, A DISTANCE OF 7.30 FEET; THENCE TURNING SOUTH-WESTERLY, A DISTANCE OF 8.70 FEET; THENCE TURNING WESTERLY, A DISTANCE OF 1.60 FEET; THENCE TURNING SOUTHERLY, A DISTANCE OF 33.60 FEET; THENCE TURNING WESTERLY, A DISTANCE OF 24.00 FEET; THENCE TURNING SOUTHERLY, A DISTANCE OF 19.95 FEET, TO THE DIVISION LINE BETWEEN UNIT 1 AND UNIT 2; THENCE TURNING WESTERLY, AND RUNNING ON THE DIVISION LINE BETWEEN UNIT 1 AND UNIT 2, FOR A DISTANCE OF 250.80 FEET; THENCE TURNING SOUTHERLY, AND RUNNING ON THE DIVISION LINE BETWEEN UNIT 1 AND UNIT 2, FOR A DISTANCE OF 80.33 FEET; THENCE TURNING WESTERLY, AND RUNNING ON THE DIVISION LINE BETWEEN UNIT 1 AND UNIT 2, A DISTANCE OF 40.20 FEET TO THE WEST LINE OF BUILDING SHELL; THENCE TURNING NORTHERLY, AND RUNNING ON THE WEST LINE OF BUILDING SHELL, A DISTANCE OF 256.28 FEET TO THE NORTHWEST CORNER OF BUILDING SHELL, AND 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.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska have been duly notified of the

hearings called for the purpose of considering the issuance of a Special Use Permit, as authorized by Table 4-2, Zoning District Regulations, to allow approximately 32,000 square feet of "Convenience Storage" use on the following described real estate, to wit:

Unit 2 of Columbus Retail Condominium Regime, a Subdivision of Lot 5, Legacy Square Subdivision to the City of Columbus, Platte County, Nebraska being more particularly described as follows: commencing at the northwest corner of said Lot 5, thence easterly on the north line of said Lot 5, a distance of 198.90 feet; thence turning southerly, a distance of 6.80 feet to the northwest corner of building shell, and the point of beginning; thence turning easterly, and running on the exterior of the building shell for the next 14 courses, a distance of 315.00 feet; thence turning southerly, a distance of 33.70 feet; thence turning easterly, a distance of 1.60 feet; thence turning south-easterly, a distance of 8.60 feet; thence turning southwesterly, a distance of 8.30 feet; thence turning westerly, a distance of 1.60 feet; thence turning southerly, a distance of 66.10 feet; thence turning easterly, a distance of 1.60 feet; thence turning south-easterly, a distance of 7.30 feet; thence turning south-westerly, a distance of 8.70 feet; thence turning westerly, a distance of 1.60 feet; thence turning southerly, a distance of 33.60 feet; thence turning westerly, a distance of 24.00 feet; thence turning southerly, a distance of 19.95 feet, to the division line between unit 1 and unit 2; thence turning westerly, and running on the division line between unit 1 and unit 2, for a distance of 250.80 feet; thence turning southerly, and running on the division line between Unit 1 and Unit 2, for a distance of 80.33 feet; thence turning westerly, and running on the division line between Unit 1 and Unit 2, a distance of 40.20 feet to the west line of building shell; thence turning northerly, and running on the west line of building shell, a distance of 256.28 feet to the northwest corner of building shell, and the point of beginning,

which in the "B-2" (General Commercial District) Zone; and,

WHEREAS, the Planning Commission having held a public hearing thereon and having heard all persons appearing at such hearing and in consideration of the evidence and the premises, recommended the issuance of said Special Use Permit; and

WHEREAS, the Mayor and City Council having held a public hearing thereon and having heard all persons appearing at such hearing and in consideration of the evidence and the premises hereby find and determine that the issuance of said Special Use Permit will be for the public good and general welfare and will provide for the proper, appropriate and best use of said real estate.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Columbus, Nebraska:

Section 1. That a Special Use Permit has been issued, as authorized by Table 4-2, Zoning District Regulations, to allow approximately 32,000 square feet of "Convenience Storage" use on the following-described real estate, to-wit:

Unit 2 of Columbus Retail Condominium Regime, a Subdivision of Lot 5, Legacy Square Subdivision to the City of Columbus, Platte County, Nebraska, being more particularly described as follows: commencing at the northwest corner of said Lot 5, thence easterly on the north line of said Lot 5, a distance of 198.90 feet; thence turning southerly, a distance of 6.80 feet to the northwest corner of building shell, and the point of beginning; thence turning easterly, and running on the exterior of the building shell for the next 14 courses, a distance of 315.00 feet; thence turning southerly, a distance of 33.70 feet; thence turning easterly, a distance of 1.60 feet; thence turning south-easterly, a distance of 8.60 feet; thence turning southwesterly, a distance of 8.30 feet; thence turning westerly, a distance of 1.60 feet; thence turning southerly, a distance of 66.10 feet; thence turning easterly, a distance of 1.60 feet; thence turning south-easterly, a distance of 7.30 feet; thence turning south-westerly, a distance of 8.70 feet; thence turning westerly, a distance of 1.60 feet; thence turning southerly, a distance of 33.60 feet; thence turning westerly, a distance of 24.00 feet; thence turning southerly, a distance of 19.95 feet, to the division line between Unit 1 and Unit 2; thence turning westerly, and running on the division line between Unit 1 and Unit 2, for a distance of 250.80 feet; thence turning southerly, and running on the division line between Unit 1 and Unit 2, for a distance of 80.33 feet; thence turning westerly, and running on the division line between Unit 1 and Unit 2, a distance of 40.20 feet to the west line of building shell; thence turning northerly, and running on the west line of building shell, a distance of 256.28 feet to the northwest corner of building shell, and the point of beginning,

which in the "B-2" (General Commercial District) zone.

Section 2. That all ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 3. That 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 §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. Public hearing - Application of EKEA, LLC for a Planned Unit Development (PUD) in an "R-1" (Single-Family Residential District) zone located west of 41 Avenue at 11 and 12 Streets). (Planning Commission recommends approval.)

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

You are hereby notified that a public hearing before the City Council of the City of Columbus, Nebraska will be held on Monday, June 15, 2020, at 7 p.m. Columbus, Nebraska, on the application for a Planned Unit Development Overlay District (PUD) in an "R-1" (Single-Family Residential District) zone for Lots 1 through 6, Block A, and Lots 1 through 15, Block B, EKEA Addition to the City of Columbus, located in a portion of the SW1/4, Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska (west of 41 Avenue at 11 Street and 12 Street).

Pursuant to the Governor's Executive Order 20-24 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.

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

Dated this 4 day of June, 2020.

CITY OF COLUMBUS, NEBRASKA
By: Janelle Kline
City Clerk

Publish: 06:04:2020
Two Affidavits of Publication

**CITY OF COLUMBUS
MEMORANDUM**

DATE: June 2, 2020
FROM: Daniel Curtis
TO: City Administrator Tara Vasicek
RE: PUD for EKEA LLC. In an R-1 Zoning District

RECOMMENDATION:

I recommend approval of the PUD with the setbacks as listed as part of the approval.

1. Change the side setback from 10' to 7'.
2. Change the rear setback from 25' to 20'.

The setbacks if approved will still meet the minimum separation requirements in the Building Code and I recommend approval.

DISCUSSION:

EKEA LLC. Has filed an application for a Planned Unit Development on Lots 1-8, Block A, and Lots 1-15 Block B, EKEA Addition. If approved the PUD will allow 7' side setbacks and 20' rear setbacks, without the PUD approval the required side setback is 10' and the required rear setback is 25'.

FISCAL IMPACT:

None

ALTERNATIVE:

Deny the PUD

SIGNATURE:

By: _____

Approved By: _____

Planned Unit Development

RE-ZONING APPLICATION

The following Application needs to be completed fully and submitted to the City Clerk's office at least twenty-one (21) calendar days before the Planning Commission Meeting at which the Application will be considered. Please complete the following:

FILED

MAY 18 2020

**CITY CLERK
COLUMBUS, NEBR.**

Applicant's Name: EKEA, LLC
Applicant's Address: 3920 23rd Street
Columbus, NE 68601
Applicant's Phone #: (402) 564-2775
Applicant's E-Mail: craig@foremanlumber.com
Property Owner: West Wood Addition, LLC
Address of Property: Parcel IDs 710096369 and 710096362

Legal Description of Property:

Legal description for Parcel ID No. 710096369: PT OF S1/2 SE NE SW EXC N186' OF E130' 24-17-1W 3.45 AC & EXC 1 AC LAND IN CITY LIMITS COLUMBUS

Legal description for Parcel ID No. 10096362: N186' OF E130' S1/2 SE NE SW 24-17-1W .555 AC LAND IN CITY LIMITS COLUMBUS

(A preliminary plat for this property has been approved. Upon approval of the final plat, the legal description will be: Lots 1-6, Block A and Lots 1-15, Block B, Ekea Addition to the City of Columbus, located in a portion of the SW 1/4, Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska)

Present Zoning Classification: R-1

Requested Zoning Classification: Planned Unit Development

Description of the reason for the Re-zoning Application:

The purpose of the PUD is to allow the change of: (i) side-yard setbacks from 10 feet to 7 feet and (ii) the rear yard setbacks from 25 feet to 20 feet. All other underlying zoning regulations will remain the same.

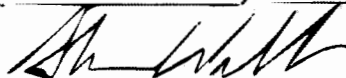
Nature and operating characteristics of the proposed use:

(Please attach any graphic information, including site plans, elevations or other drawings, necessary to describe the proposed use to the approving agencies).

The development plan showing the proposed reduced setbacks is attached. The proposed use will be a residential development with approximately 20 dwelling units, consistent with the underlying zoning regulations except for the proposed changes to the setbacks.

I, the undersigned, am the property owner of the property described in this Application or the property owner's authorized agent.

Dated the 7th day of May, 2020



Property Owner/Authorized Agent

EKEA Addition
Development Plan

Pursuant to Section 5-6(a) of the Zoning Chapter of the Land Development Ordinance for the City of Columbus, the application for a Planned Unit Development District shall include a Development Plan containing the following information:

1. A tract map, showing site boundaries, street lines, lot lines, easements, and proposed dedications or vacations; and a key map;

The site plan for the PUD is attached. The PUD is identical to the underlying plat and zoning district in all aspects except for two:

- The PUD shall have seven foot side yard setbacks instead of ten foot side yard setbacks.
- The PUD shall have twenty foot rear yard setbacks instead of twenty five foot rear yard setbacks.

2. A land use plan designating specific uses for the site and establishing site development regulations, including setback height, building coverage, impervious coverage, density, and floor area ratio requirements;

The land use plan is compliance with the underlying R-1 zoning district except for the side yard setbacks and rear yard setbacks. Because the PUD will follow and comply with all of the regulations and requirements of the underlying zoning district (except for the seven foot side yard setbacks and the twenty foot rear yard setbacks), no further land use plan is necessary.

3. A site development and landscaping plan, showing building locations, or building envelopes; site improvements; public or common open spaces; community facilities; significant visual features; and typical landscape plans;

The site plan for the PUD is attached. All site development and landscaping plan requirements of the underlying zoning districts shall not be modified.

4. A circulation plan, including location of existing and proposed vehicular and pedestrian, facilities and location and general design of parking and loading facilities;

The site plan for the PUD is attached. The final plat and the Subdivision Agreement for the EKEA addition will provide the circulation plan. The PUD overlay district does not affect pedestrian or vehicular circulation requirements.

5. Schematic architectural plans and elevations sufficient to indicate a building height, bulk, materials, and general architectural design;

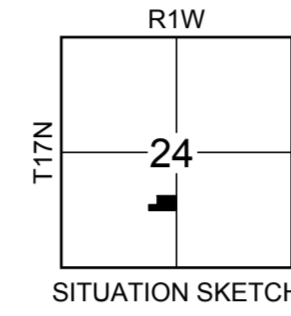
The residential units will meet all requirements of the underlying R-1 zoning district and building codes. The PUD does not include any changes other than permitting seven foot side yard setbacks and twenty foot rear yard setbacks.

6. A statistical summary of the project, including gross site area, net site area, number of housing units by type, gross floor area of other uses, total amount of parking, and building and impervious surface percentages.

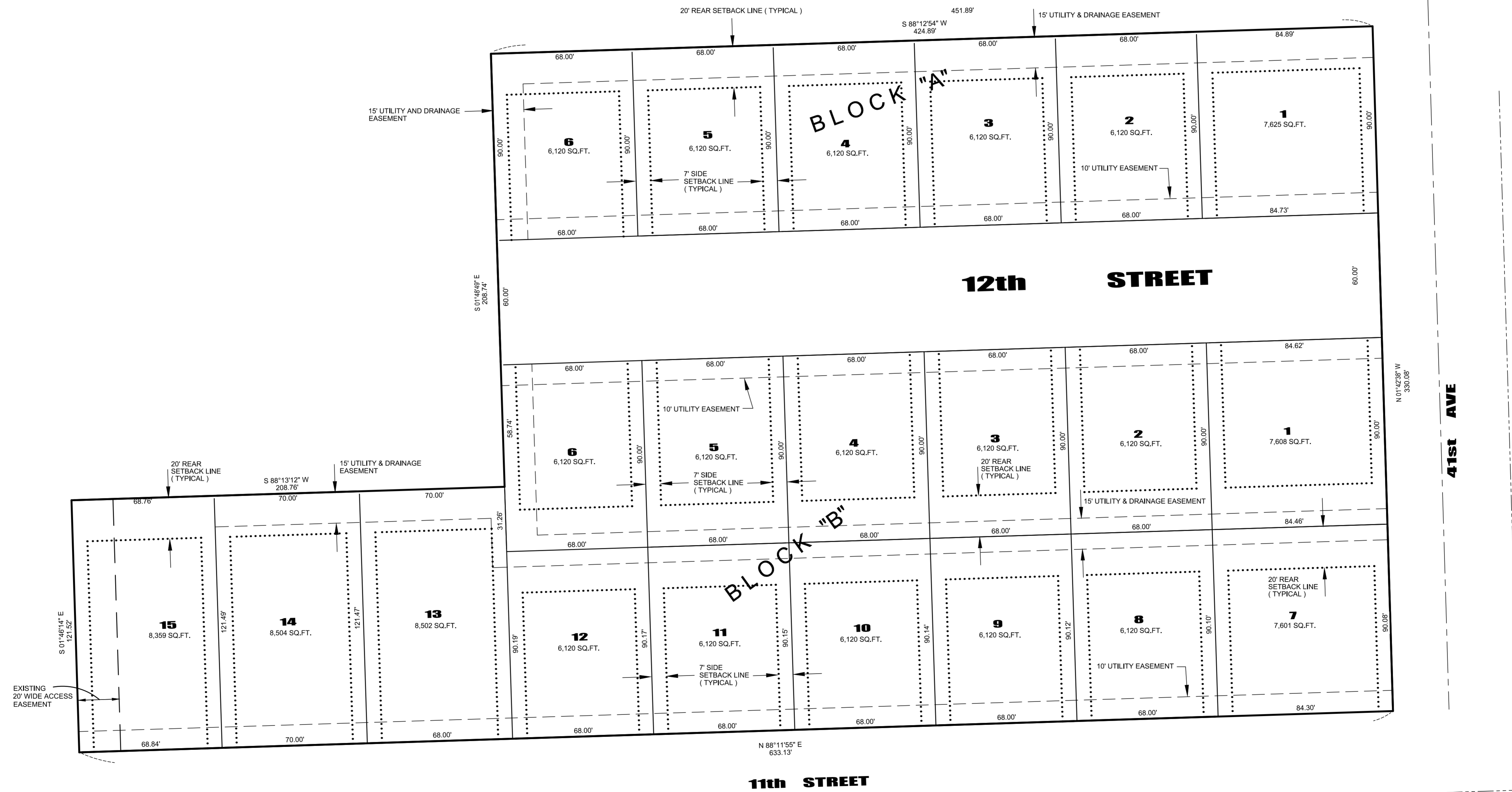
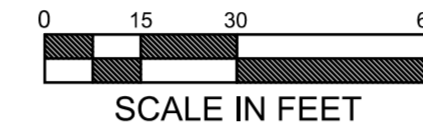
The project will consist of twenty residential lots and a detention pond on one lot. The size and location of all housing units, parking, and other features shall comply with the requirements of the underlying R-1 zoning district. The PUD does not include any changes other than permitting seven foot side yard setbacks and twenty foot rear yard setbacks.

P U D SITE PLAN FOR EKEA ADDITION

to the City of Columbus, located in a portion of the SW 1/4, Section 24,
T17N, R1W of the 6th P.M., Platte County, Nebraska.



- LEGEND**
- - Monument Found
 - - Set 5/8" x 24" Rebar w/Plastic Survey Cap
 - R - Recorded Distance
 - M - Measured Distance
 - X - Calculated Point



1. Ordinance No. 20-08 approving Planned Unit Development Overlay District.

ORDINANCE NO. 20- 08

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA TO AMEND THE CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996, ZONING CHAPTER, DATED MARCH 18, 1996 UNDER ORDINANCE NO. 96-08, AS AMENDED, AND ADOPTED AUGUST 4, 1997, AS THE OFFICIAL ZONING CODE FOR THE CITY OF COLUMBUS BY ORDINANCE NO. 97-17, TO ESTABLISH A PLANNED UNIT DEVELOPMENT DISTRICT AS AN OVERLAY DISTRICT COVERING THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT: LOTS 1 THROUGH 6, BLOCK A AND LOTS 1 THROUGH 15, BLOCK B, EKEA ADDITION TO THE CITY OF COLUMBUS, LOCATED IN A PORTION OF THE SW 1/4, SECTION 24, T17N, R1W OF THE 6TH P.M., PLATTE COUNTY, NEBRASKA UTILIZING THE PRESENT ZONING CLASSIFICATION OF "R-1" (SINGLE FAMILY RESIDENTIAL); TO INCORPORATE THE DEVELOPMENT PLAN; TO AMEND THE ZONING MAP WHICH IS ATTACHED TO AND MADE A PART OF SAID CITY OF COLUMBUS LAND DEVELOPMENT ORDINANCE OF 1996 TO SHOW SAID OVERLAY DISTRICT; 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.

WHEREAS, it appearing from the record and all of the evidence on file that all parties in interest and citizens of Columbus, Nebraska have been duly notified of the hearings called for the purpose of establishing a Planned Unit Development District as an Overlay District covering the following described real estate, to-wit:

Lots 1 through 6, Block A and Lots 1 through 15, Block B, EKEA Addition to the City of Columbus, located in a portion of the SW 1/4, Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska

utilizing the present zoning classification of "R-1" (Single-Family Residential), and to amend the Zoning Map which is attached to and made a part of the City of Columbus Land Development Ordinance of 1996 to show said Planned Unit Development Overlay District; and

WHEREAS, the Development Plan submitted for said Planned Unit Development meets the requirements of Article 5 of the Zoning Code, Section 5-6, and said Development Plan shall become a part of this Ordinance and shall govern said PUD District;

WHEREAS, the only change in zoning regulations that pertain to this Planned Unit Development is a 3 foot reduction (from 10 feet to 7 feet) of the side yard setbacks and a 5 foot reduction (from 25 feet to 20 feet) of the rear yard setbacks with all other regulations remaining unchanged;

WHEREAS, the Planning Commission held a separate public hearing thereon and heard all persons appearing at such hearing and in consideration of the evidence and the premises, recommended that the Overlay District establishing a Planned Unit Development in an R-1 zone be approved; and

WHEREAS, the Mayor and City Council having held a separate public hearing thereon and having heard all persons appearing at such hearing and in consideration of the evidence and the premises hereby find and determine that said Planned Unit Development Overlay District will be for the public good and general welfare and will provide for the proper, appropriate and best use of said real estate.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Columbus, Nebraska:

Section 1. That the City of Columbus Land Development Ordinance of 1996, Zoning Chapter, Dated March 18, 1996 Under Ordinance No. 96-08, as amended, and adopted August 4, 1997, as the official Zoning Code for the City of Columbus by Ordinance No. 97-17, as amended be and the same is hereby amended to show a Planned Unit Development Overlay District has been established on the following-described real estate, to-wit:

Lots 1 through 6, Block A and Lots 1 through 15, Block B, EKEA Addition to the City of Columbus, located in a portion of the SW 1/4, Section 24, T17N, R1W of the 6th P.M., Platte County, Nebraska

utilizing the present zoning classification of "R-1" (Single-Family Residential), and that the Zoning Map which is attached to and made a part of said Land Development Ordinance of 1996, Zoning Chapter, be and the same is hereby amended to show such Planned Unit Development Overlay District and that the Development Plan pertaining to said PUD District is hereby incorporated and made a part of this ordinance and shall govern said PUD District. That all zoning regulations for a R-1 zone shall remain unchanged for this Planned Unit Development with the exception of a 3 foot reduction of the side yard setbacks from 10 feet to 7 feet and a 5 foot reduction of the rear yard setbacks from 25 feet to 20 feet.

Section 2. That all ordinances and resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

Section 3. That 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 §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

8. **PETITIONS AND COMMUNICATIONS - None**
9. **REPORTS OF CITY OFFICES - Included in Consent Agenda**
10. **REPORTS OF COUNCIL COMMITTEES**
 - A. PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE - June 9, 2020

PUBLIC FINANCE, JUDICIARY, AND PERSONNEL COMMITTEE

June 9, 2020

A meeting of the Public Finance, Judiciary, and Personnel Committee of the City of Columbus, Nebraska, was convened on June 9, 2020, at 4:00 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. 20-24, an extension of Executive Order No. 20-03, issued by Governor Ricketts on May 19, 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. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and members of the 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:** Chair Jablonski 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 Public Finance, Judiciary, and Personnel Committee Members: Council Members Beth Augustine-Schulte, Troy Hiemer, Rich Jablonski, and John Lohr. City staff members included City Administrator Tara Vasicek, City Clerk Janelle Kline, and Human Resources Director Tammy Orender.
2. **Update of Employee Personnel Manual:** Orender explained that a committee consisting of department heads as well as a supervisor from each department reviewed the personnel manual in detail and made proposed changes. The edited draft manual was sent to an employment attorney for review and further changes. Orender noted that the positions of fire chief and communications director were erroneously omitted from Section 4.40 Exempt Employees and have since been added. A recommendation was made to the mayor and city council that the update to the Employee Personnel Manual be approved as presented with a motion by Augustine-Schulte and a second by Lohr. Augustine-Schulte, Hiemer, Jablonski, and Lohr voted "Aye" and none voted "Nay".
3. **Adjourn:** The meeting adjourned at 4:07 p.m.

OFFICE OF THE CITY CLERK
:Janelle Kline

1. Update of Employee Personnel Manual.

11. REPORTS OF SPECIAL COMMITTEES - None

12. REPORTS ON LEGISLATION - None

13. NEW BUSINESS

A. Application of Big 10 Sports Bar & Grill for addition to licensed premise at 510 East 23 Street, for 50 ft. x 17 ft. outdoor area.



COLUMBUS POLICE DEPARTMENT

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

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

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: JUNE 8, 2020

SUBJECT: LIQUOR LICENSE
ADDITION TO PREMISES CHANGE
BIG TEN SPORTS BAR AND GRILL
510 EAST 23RD STREET
COLUMBUS, NEBRASKA

CORPORATION PRESIDENT:
CORY SCHAEFER
COLUMBUS, NEBRASKA

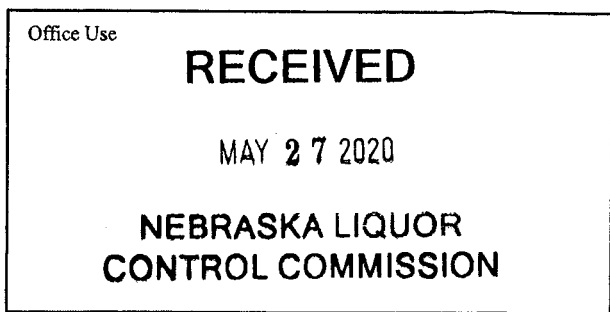
The requested change of this license is to add a beer garden in the back of the business. This beer garden will be 17 foot by 50 foot in size. There would be no change to the existing building. The entire beer garden will be surrounded by a six foot wooden privacy fence.

There will be no change in the existing plan of business concerning the alcohol other than the increase in outside consumption of alcohol.

This report should serve notice that the Columbus Police Department is aware of the proposed change of premises and makes no recommendation.

**APPLICATION FOR ADDITION
TO LIQUOR LICENSE**

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



Application:

- **Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport**
- **Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application**
- **Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north.
NO BLUE PRINTS**
- **May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body**
- **Check with your local governing body for any additional requirements that may be necessary in making this request for addition**

LIQUOR LICENSE # 122070 CLASS TYPE C

LICENSEE NAME C&S Entertainment LLC

TRADE NAME Big 10 Sports Bar & Grill

PREMISE ADDRESS 510 East 23rd

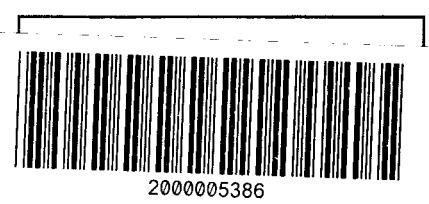
CITY Columbus ZIP CODE 68601 COUNTY Platte

CONTACT PERSON Cory Schaefer

PHONE NUMBER OF CONTACT PERSON 402-270-0856

EMAIL ADDRESS OF CONTACT PERSON cory@floorstorene.com

*Print-
lease-
Reports
Created*



1. What is being added?

Explain the type of addition that is being requested, i.e. beer garden, adding to building

Beer Garden

2. Will this addition cause the location to be within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

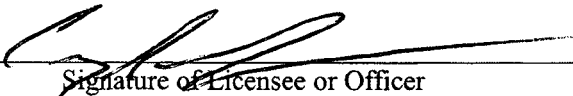
Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

- 3. Include a sketch of the area to be added showing:**
- ✓ existing licensed area with length & width in feet
 - ✓ area to be added with length & width in feet
 - ✓ direction north

- 4. If adding an outdoor area explain:**
- ✓ type of fencing
 - ✓ height of fence
 - ✓ length & width of outdoor area in feet

12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances. Rule Chapter 2-012.07

I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act. Neb Rev Stat §53-129



Signature of Licensee or Officer

State of Nebraska
County of _____

The foregoing instrument was acknowledged before me this

_____ by _____
Date

name of person acknowledged (individual(s) signing document)

Notary Public signature

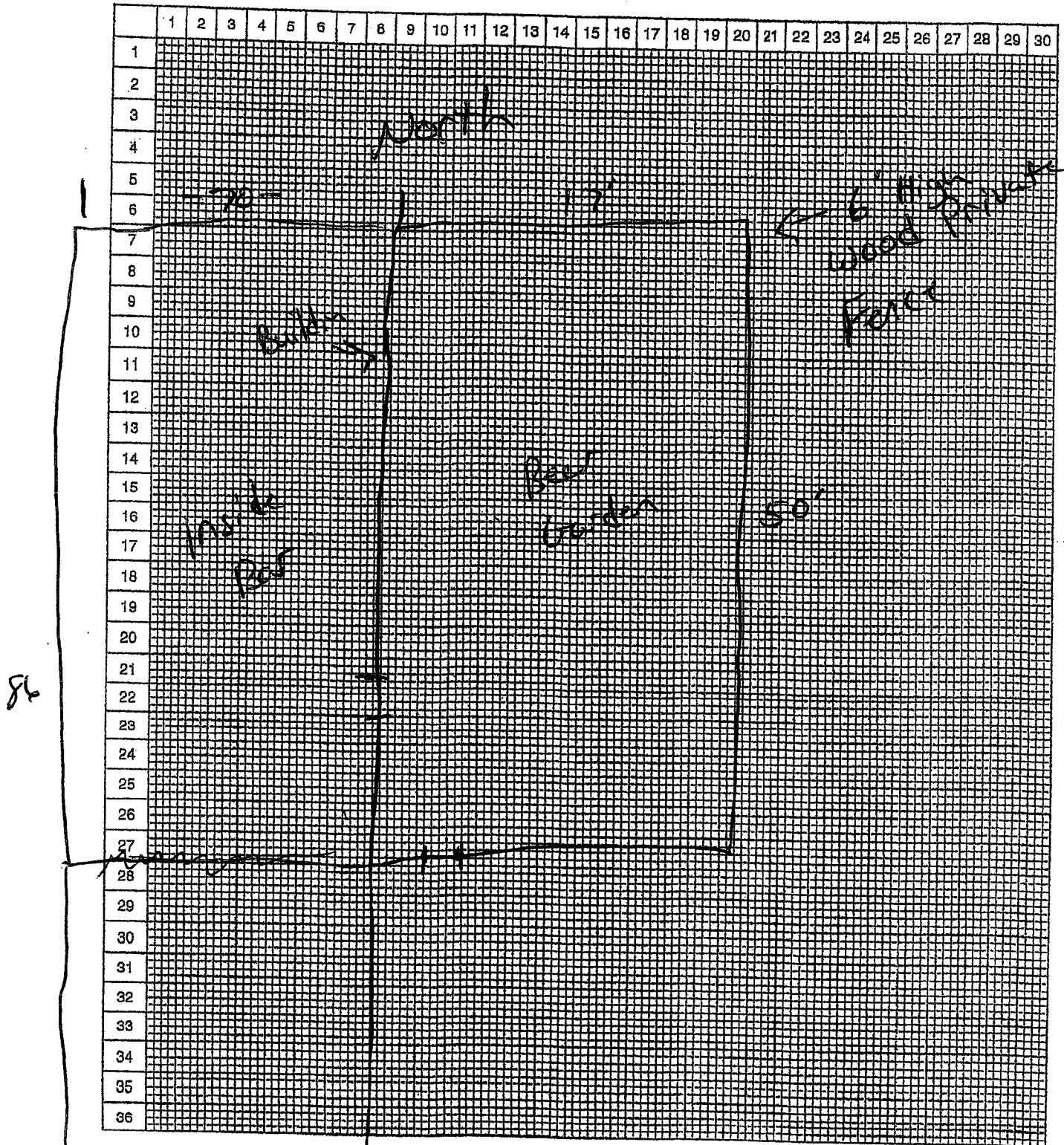
Affix Seal

INSTALLATION LAYOUT PLANNER

STORE NAME: _____ INSTALLATION DATE: _____ ORDER NO.: _____

CUSTOMER NAME: Big 10 Sports Bar & Grill

THIS CARPET INSTALLATION LAYOUT PLANNER WORKS BEST WHEN THE SMALLER SQUARES EQUAL 3" AND LARGER SQUARES EQUAL ONE FOOT.



LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this 16th day of January 2020, by and between SBG, L.L.C. (hereinafter called "LANDLORD"), and C&S Entertainment LLC., (hereinafter called "TENANT").

ARTICLE I. PREMISES.

Section 1.1 Demised Premises. In consideration of the rents, covenants, and agreements to be performed by Tenant, Landlord demises and leases to Tenant, and Tenant rents from Landlord, the premises known locally as 510 East 23rd Street, Columbus, Nebraska (hereinafter called the "DEMISED PREMISES"). The Demised Premises are depicted on Exhibit A. The demised premises consist of approximately 6,124 square feet.

Section 1.2. Intentionally Deleted.

Section 1.3 Intentionally Deleted.

Section 1.4 Intentionally Deleted.

Section 1.5 Intentionally Deleted.

ARTICLE II. TERM

Section 2.1 Term. ~~The term of this Lease shall be for five (5) years beginning January 16, 2020~~ (hereinafter called the "COMMENCEMENT DATE") and ending January 16, 2025 unless terminated sooner as provided hereunder.

Section 2.2 Option to Renew. So long as Tenant is (1) not in default under the terms and provisions of the Lease and (2) open a operating its business in the Demised Premises, Tenant shall have the right and option to extend the Lease Term for one (1) five (5) year period(s) on the same terms as provided in said Lease except the Rent during each of said option period(s) shall be as outlined below, subject, however, to also include any additional rent amounts set forth in Article III of this Lease:

<u>Option Period</u>	<u>Rate/Annum</u>	<u>Rate/Week</u>
01/16/2025 to 01/16/2030	\$92,400.00 Base Rent	\$1,776.92 Base Rent

___ Tenant may exercise said options by giving Landlord written notice pursuant to Section 13.4 of this lease at least one (1) year pri to the termination of this Lease.

Section 2.3 Lease Year Defined. This term "LEASE YEAR" shall mean the twelve (12) calendar month period beginning on th sixteenth (16th) day of January and ending on the sixteenth (16th) day of the following January.

Section 2.4 Intentionally Deleted.

Section 2.5 Tenant's Installation of Fixtures. To expedite commencement of Tenant's Business in the Demised Premises, Ten may enter upon the Demised Premises with the prior written approval of Landlord to Perform Tenant's work and install fixtures and furnishings. Landlord shall not be liable for loss or damage to fixtures, equipment or other personal property installed or placed within the Demised Premises, Tenant and Landlord shall split the cost of all utilities from the time it commences work within the Demised Premises.

ARTICLE III. RENT AND OTHER CHARGES.

Section 3.1 Rent. Tenant shall pay Landlord as rent for the Demised Premises the weekly amount outlined below during the term of this lease (hereinafter called "RENT"), in advance, on the first business day of each week to Landlord's account at Columbus Bank and Trust Company 2501 13th Street Columbus, NE 68601, or at such other place designated by Landlord. Rent shall commence one month after opening day.

<u>Period</u>	<u>Rate/Annum</u>	<u>Rate/Week</u>
01/16/2020 to 01/16/2025	\$84,000.00 Base Rent	\$1615.38 Base Rent

Section 3.2 Rent Credit for Remodel Expense. Tenant is providing remodel construction, labor and materials at Tenant's expense. Tenant may apply a credit of up to 50% of weekly rent until a total of \$32,100.00 in credits is reached.

Section 3.3 Taxes. Tenant shall pay all taxes assessed against Tenant's merchandise, trade fixtures and equipment located within the Demised Premises. Landlord shall pay the real estate taxes.

Section 3.4 Insurance. Landlord will arrange for casualty and liability insurance which covers the building and property.

Tenant shall be responsible for insurance coverage on building contents, typically referred to as "Renter's Insurance," at Tenant's expense. Tenant shall provide insurance for Liquor Liability and any additional potential risks due to operation of the business.

Section 3.5 Maintenance. Tenant shall pay for lawnmowing, snow removal, trash removal. Landlord shall pay for landscaping maintenance, 5th Season lawn program, line painting in parking lot, HVAC maintenance and repair.

Section 3.6 Past Due Rent and Additional Rent. If Tenant shall fail to pay any Rent or Additional Rent when the same is due and payable, Landlord shall be entitled to as liquidated damages, in addition to the unpaid amount, an amount equal to five percent (5%) of the unpaid amount, if said rent is more than seven days late.

If Tenant shall fail to pay any Rent or Additional Rent when the same is due and payable and such amount remains unpaid for thirty (30) days, Tenant shall pay interest on such amount after the thirty (30) day period at the rate of ten percent (10%) per annum the highest rate allowed by law, whichever is the lesser (hereinafter called the "DEFAULT RATE").

Section 3.7 Utility Charges. Tenant shall be solely responsible for and promptly pay all charges for heat, water (including sewer charges and/or taxes based on water consumption), gas, electricity or any other utility used or consumed within the Demised Premises. In no event shall Landlord be liable for any interruption or failure in the supply of any utilities to the Demised Premises.

Section 3.8 Intentionally Deleted.

ARTICLE IV. CONDUCT OF BUSINESS BY TENANT.

Section 4.1 Use of Premises. Tenant shall use the Demised Premises solely for a Sports Bar and Grill / Restaurant, and for no other purpose without Landlord's prior written approval. Tenant shall comply with all rules, regulations and laws of any governmental authority with respect to its use and occupancy of the Demised Premises.

Section 4.2 Standards of Operation and Business Hours. Tenant shall keep the Demised Premises open for business to the public during the hours that such businesses are customarily open for business, unless prevented from doing so by strikes, fires, casualty or other similar cause, except during reasonable periods for repairing, cleaning or decorating. Nothing contained herein, however, shall require Tenant to remain open Sunday or legal holidays.

Section 4.3 Signs. Tenant shall not place any sign upon or within the Demised Premises without Landlord's prior written approval which shall not be unreasonably withheld. Tenant shall maintain its signs in good condition and repair. All signs shall comply with applicable ordinances, restrictions, and covenants, which compliance shall be the responsibility of the Tenant.

Section 4.4 Additional Provisions. Tenant's use of the Demised Premises shall further be restricted as follows:

- (A) Tenant shall not use the sidewalks or parking lot for the sale or display of merchandise or for advertising purposes without Landlord's prior written approval, which approval shall not be unreasonably withheld.
- (B) Tenant shall conduct no auction, fire, bankruptcy, liquidation or similar sale without Landlord's prior written approval, which approval shall not be unreasonably withheld.
- (C) Tenant shall keep the Demised Premise and exterior and interior of all windows, doors and all other glass in a neat and clean condition.
- (D) Tenant shall not allow any unlawful or immoral activities in the Demised Premises, create any nuisance or injure the reputation of the Landlord.
- (E) The delivery or shipping of merchandise supplies and fixtures to and from the Demised Premises shall be subject to such reasonable rules and regulations as Landlord deems necessary for the operation of the property.
- (F) Tenant shall store all trash and garbage within the designated areas and arrange for the regular pickup of the same at Tenant's expense.
- (G) Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- (H) Tenant shall provide for pest extermination services at reasonable intervals, if necessary.
- (I) Tenant shall not cover windows with any materials that block the visibility into the Demised Premises. Tenant shall not construct a wall, or position a cubicle, or place any similar structure or large object within eight feet (8') of the front windows (and side windows, if applicable) of the Demised Premises.
- (J) Tenant shall not use any portable space heaters or other source of heat or cooling other than the system installed by Landlord

ARTICLE V. MAINTENANCE AND REPAIRS

Section 5.1 Condition of Demised Premises. Tenant shall obtain, if necessary, a building permit from the city building department for the construction of the Demised Premises. Further, Tenant shall obtain a Certificate of Occupancy for the Demised Premises. Tenant shall deliver a copy of all building permits and Certificates of Occupancy to Landlord within five (5) days after issuance by the city building department. Construction of premises to be completed per plans submitted and approved by the Columbus Building Department.

Section 5.2 Condition of Demised Premise. Tenant shall keep and maintain in good order, condition and repair the Demised Premise and every part thereof, including (but not limited to) the exterior and interior portion of all doors, door checks, windows, pl. glass, store front, all plumbing and sewage facilities, fixtures, electrical system, walls, floors and ceilings, meters applicable to the Demised Premises, and all installations made by Tenant under the terms of this Lease. Tenant shall keep and maintain the Demised Premises in a clean, sanitary and safe condition.

Section 5.3 Compliance with Laws. Tenant shall make, at its expense, all repairs, additions and alterations to the Demised Premises ordered or required by the adoption by any governmental authority of new statutes, regulations, laws or ordinances, whether to meet the special needs of Tenant, or due to the occupancy of Tenant, or otherwise.

Section 5.4 Alterations by Tenant. Tenant shall not alter the Demised Premises and shall not install any fixtures or equipment within the Demised Premises without prior written approval of Landlord, which approval shall not be reasonably withheld.

Section 5.5 Landlord's Duty to Repair. Landlord shall keep and maintain the foundation, roof, exterior walls and structural portions of the Demised Premises in good repair, except any repairs required due to the negligence of Tenant, or its agents, employees, contractors, subtenants or assignees, which repairs shall be the responsibility of Tenant.

Section 5.6 Surrender of Demised Premises. At termination of this Lease, Tenant shall deliver the Demised Premises to Landlord in good and clean condition, reasonable wear and tear expected, and shall surrender all keys for the Demised Premises to Landlord. During the last thirty (30) days of the term of this Lease, Tenant shall remove all its trade fixtures and, to the extent required by Landlord, any other installations, alterations or improvements before surrendering the Demised Premises and Tenant shall repair any damage caused to the Demised Premises caused thereby. Also within the last thirty (30) days, Tenant shall remove its signage from the exterior fascia of the building and shall be obligated to patch and repaint said fascia to match existing color. Any items remaining in the Demised Premises at the termination of this Lease shall be deemed abandoned, become the property of Landlord and Landlord may dispose of the same without any liability at all.

Upon Tenant's delivery of keys to Landlord, Tenant and Landlord shall complete a walkthrough inspection of the Demised Premises to determine its final condition. Landlord shall also cause to be completed a review of all mechanical systems servicing the Demised Premises to verify their proper operation and shall verify that all utility and/or service bills for the Demised Premises have been paid in full.

Section 5.7 Construction Liens. Tenant shall not permit any mechanic's liens or similar liens to be placed against the Demised Premise. If such liens are filed or threatened, Tenant shall immediately obtain a release of the lien through payment or bonding. If a lien is not released within ten (10) business days from the date of written notice from Landlord, Landlord shall have the right, at Landlord's option, to pay the lien or any portion thereof and the amounts paid, including reasonable attorney's fees, expenses and interest at the Default Rate, shall be paid to the Landlord immediately. Tenant shall indemnify and hold Landlord harmless from all losses, claims, damages, costs and expenses relating to any repairs, installations or improvements to the Demised Premises made by Tenant.

Section 5.8 Roof. Tenant shall not cut, puncture or otherwise damage the roof of the Demised Premises. Tenant shall be responsible for any damage caused to the roof by any acts of Tenant, its agents, employees, contractors, subtenants or assignees.

ARTICLE VI. INSURANCE AND INDEMNITY.

Section 6.1 Tenant's Liability Insurance. Tenant shall, at its expense, keep in full force and effect a policy of public liability and property damage insurance with respect to the Demised Premises and the business operated by the Tenant and any subtenants or assignees. The coverage limits of the policy shall not be less than \$1,000,000 combined single limit per occurrence. The policy shall name Landlord and its mortgagee as additional insureds. The policy shall provide that the insurer shall not cancel or change the insurance without giving the Landlord thirty (30) days prior written notice. A copy of the policy or certificate of insurance shall be delivered to Landlord.

Section 6.2. Indemnification of Landlord. Tenant shall indemnify, defend, and hold Landlord harmless from all claims, demands, causes of action, actions, damages, liability, judgments or expenses, including reasonable attorney's fees and expenses, in connection with any personal injury or damage to property arising from or out of any occurrence in, upon or at the Demised Premises or any part thereof by Tenant, its agents, employees, contractors, subtenants or assignees, except if caused by the act or omission of Landlord, its agents, employees or contractors.

Section 6.3 Landlord's Liability Insurance.

Section 6.4 Indemnification of Tenant. Landlord shall indemnify, defend and hold Tenant harmless from all claims, demands, causes of action, actions, damages, liability, judgments or expenses, including reasonable attorney's fees and expenses, in connection with any personal injury or damage to property arising from or out of any occurrence in, upon or at the Common Areas, except if caused by the act or omission of tenant, its agents, employees, contractors, subtenants or assignees.

Section 6.5 Tenant's Casualty Insurance. Tenant shall, at its expense, keep all Tenant improvements, merchandise, fixtures or other personal property within the Demised Premise insured against fire, with extended coverage, the extent of at least eighty percent (80%) of the full insurable value thereof. Tenant shall further, at its expense, carry machinery repair insurance with coverage limits

no less than \$100,000 insuring both Landlord and Tenant against loss or liability caused by the operation or malfunction of the machinery related to the Demised Premises, including the heating and air conditioning and electrical system. The policy shall provide that the insurer will not cancel or change the insurance without giving the Landlord thirty (30) days written notice. A copy of the policy or a certificate of insurance shall be delivered to Landlord.

Landlord shall not be liable for any damage to any Tenant improvements, merchandise, fixtures and other personal property with the Demised Premises. Landlord shall not be liable for loss or damage to any property of Tenant or others by theft or otherwise.

Section 6.6 Landlord's Casualty Insurance. Landlord shall keep the Building insured against loss or damage by fire, with extended coverage, in such amount determined by Landlord, at its sole discretion as prescribed in Section 3.4,

Tenant will be responsible for casualty coverage of Tenant's contents at Tenant's own expense.

Section 6.7 Increase in Fire Insurance Premium. Tenant shall not keep, use, sell or offer for sale within the Demised Premises any item that may be prohibited by the standard form of fire insurance policy. If anything done or omitted to be done by Tenant causes the rate of fire or other insurance on the Demised Premises to be increased, Tenant shall pay the amount of such increase as Additional Rent.

ARTICLE VII. FIRE OR OTHER CASUALTY

Section 7.1 Notice. Tenant shall immediately notify Landlord of any damage caused to the Demised Premises by fire or other casualty.

Section 7.2 Partial Destruction. In the event of the partial destruction of the Demised Premises by fire or other casualty, Landlord shall restore or repair the Demised Premises to its condition before the damage with reasonable diligence. The Rent shall be reduced in direct proportion to the reduction in usefulness of the Demised Premises from the date of the damage until the Demised Premise is repaired or restored unless such partial destruction was proximately caused by the negligent act or failure to act of the Tenant or its agents.

Section 7.3 Substantial Destruction. In the event that the Demised Premise is substantially destroyed by fire or any other casualty, Landlord shall have the option to terminate this Lease by giving Tenant written notice within thirty (30) days after such destruction, and any unearned Rent shall be apportioned and returned to Tenant. If Landlord does not elect to cancel this Lease, the Lease shall remain in full force and effect and Landlord shall proceed with all reasonable diligence to repair and replace the Demised Premises to its condition immediately before the destruction. The Rent shall abate from the date of destruction until the Demised Premises is repaired or restored unless such substantial destruction was proximately caused by the negligent act or failure to act of the Tenant or its agents.

ARTICLE VIII. EMINENT DOMAIN.

Section 8.1 Partial Taking. If part of the Demised Premises shall be taken for public improvements or otherwise under the exercise of the right of eminent domain and the Demised Premises shall continue to be reasonably suitable for use by Tenant, then the Rent shall be reduced from the date of such taking in direct proportion to the reduction in usefulness of the Demised Premises.

Section 8.2 Substantial Taking. If the taking shall render the Demised Premises wholly unfit for use by Tenant, then Tenant shall have the right, at Tenant's option, to terminate and cancel this Lease on thirty (30) days written notice to Landlord, and Tenant shall be liable only for the Rent and Additional Rent accrued and earned to the date of surrender of possession of the Demised Premises to Landlord and for the performance of other obligations maturing before that date.

Section 8.3 Award. Tenant shall not be entitled to participate or receive any part of the damages or award that may be paid to or awarded Landlord due to a public taking, except where the award shall provide for moving or other reimbursable expenses for Tenant under applicable statute.

ARTICLE IX. ASSIGNMENT AND SUBLETTING.

Section 9.1 Consent Required. Tenant shall not sublet or assign the Demised Premises without Landlord's prior written approval which approval shall not be unreasonably withheld. The approval of Landlord to any assignment or subletting shall not constitute a waiver of the necessity for approval to any subsequent assignment or subletting.

Section 9.2 Liability After Assignment. If Tenant receives rent or similar payments from a subtenant or assignee more than the amount being paid by Tenant to Landlord, then such excess amounts shall be paid by Tenant to Landlord as Additional Rent. Landlord may collect rent or similar charges from the subtenant or assignee and apply the net amount collected to the Rent hereunder.

ARTICLE X. DEFAULT

Section 10.1 Events of Default. The occurrence of any one or more of the following shall constitute an "EVENT OF DEFAULT" by Tenant:

(A) Failure to pay when due any installment of Rent or Additional Rent if the failure continues for ten (10) days after written notice of such default.

(B) Failure to cure or remedy any default in the performance or observance of any term, provision or covenant of this Lease to be performed or observed by Tenant, other than as described in subsection (A) above, if the failure continues for twenty (20) days after written notice of such default. However, if the default cannot be reasonably cured or remedied within the twenty (20) day period, Tenant shall not be deemed to be in default if Tenant shall have diligently commenced curing such default within such twenty (20) day period and proceeds thereafter to diligently and in good faith to remedy or cure the default. In no event shall the cure take longer than sixty (60) days. If at the end of the sixty (60) day period Tenant has failed to cure the default, the Tenant shall be deemed a default without further right to cure.

(C) Abandonment of the Demised Premises before the expiration of the term of this Lease.

(D) Failure to pay any installment of Rent or Additional Rent after more than three (3) written notices relative to similar failures during the term of this Lease shall be deemed an irrebuttable default without any right to cure.

(E) Tenant is adjudicated bankrupt or insolvent, or a receiver is appointed for Tenant's business or assets on the ground of Tenant's insolvency, or a trustee is appointed for Tenant, or a petition has been filed naming Tenant as the debtor under the bankruptcy laws of the United States, or Tenant shall make an assignment for the benefit of its creditors.

(F) If Tenant is a corporation or limited liability company and a controlling portion of its shares of stock or membership interest transferred by sale, assignment, bequest, inheritance, operation of law or other disposition to result in a change in the majority ownership of Tenant's stock or membership interest.

Section 10.2 Landlord's Remedies. Upon the occurrence of any one or more Event of Default, without notice or demand of any kind to Tenant, Landlord shall have the option to pursue, in addition to all other legal or equitable remedies, the following remedies:

(A) Landlord may elect to terminate this Lease, in which event Landlord may immediately repossess the Demised Premises and Tenant shall pay at once to Landlord, as liquidated damages, the sum of the Rent and Additional Rent for the balance of the stated term of this Lease, together with all expenses incurred by Landlord for legal services, brokerage fees and preparing the Demised Premises.

(B) Landlord may elect to terminate Tenant's right of possession of the Demised Premises without termination of this Lease, in which event Tenant shall surrender possession and vacate the Demised Premises immediately and deliver possession thereof to Landlord full and free license to enter into and upon the Demised Premises and remove Tenant and any other person, firm or corporation who may be occupying the Demised Premises and remove all personal property therefrom, without releasing Tenant from its obligation to pay the rent and Additional Rent and perform the covenants, conditions and agreements to be performed by Tenant under this Lease.

After taking possession of the Demised Premises without terminating this Lease, Landlord may, but shall not be obligated to, relet all or any part of the Demised Premises for such rent and upon such terms and to such person, firm or corporation and for such use or uses and such period or periods as Landlord, in Landlord's sole discretion, shall be required to accept any prospective lessee offered by Tenant or to observe any instruction given by Tenant about such reletting. For such reletting, Landlord may decorate or make repair changes, alterations or additions to the Demised Premises to the extent deemed by Landlord desirable or convenient. If the consideration collected by Landlord upon any such reletting is not sufficient to pay as liquidated damages, the Rent and Additional Rent reserved in the Lease, and the cost of repairs, alterations, additions, redecorating and other similar expenses, including reasonable attorney's fees and brokerage fees, then Tenant shall pay to the Landlord the deficiency upon demand.

Landlord, any time after the occurrence of an Event of Default, without being under any obligation to do so and without thereby waiving such default, any cure the default of the account of Tenant (and enter the Demised Premises for such purpose). Tenant shall pay to Landlord upon demand, all costs, expenses and disbursements, including reasonable attorney's fees incurred by Landlord in curing such default with interest thereon at the Default Rate.

ARTICLE XI. SUBORDINATION, OFFSET STATEMENT AND ATTORNEYMENT

Section 11.1 Subordination. Landlord is hereby irrevocably vested with the full power and authority, if it so elects, to subordinate this Lease to any mortgage, deed of trust, or other lien now or hereafter placed upon the Demised Premises. Within ten (10) days after the request therefore by Landlord, Tenant shall execute and deliver an agreement subordinating this Lease, provided such subordination shall be upon the express condition that this Lease shall be recognized by the mortgagee, and that the right of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to perform all of the covenants and conditions of this Lease.

Section 11.2 Estoppel Certificate. Within ten (10) days after request therefore by Landlord, Tenant shall execute and deliver a statement certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto.

Section 11.3 Attorneyment. Tenant shall, in the event any proceedings are brought for foreclosure of, or upon exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Demised Premises, attorn to the purchaser upon any such foreclosure of sale and recognize such purchaser as Landlord under this Lease.

Section 11.4 Attorney-in Fact. In the event that Tenant shall fail to execute and deliver instruments pursuant to Sections 11.1, 11.2, and 11.3, then Tenant hereby appoints Landlord as attorney-in-fact for Tenant to execute any such instrument or certificate for and on behalf of Tenant.

ARTICLE XII. HAZARDOUS SUBSTANCES

Section 12.1 Landlord's Obligations. Landlord represents and warrants that, during the term of this Lease, Landlord shall not use, generate, place, store, release, or otherwise dispose of, nor allow the use, generation, placing, storage, release, or disposal of Hazardous Materials in the leased property, except in strict accordance with all Environmental Laws. If, during the term of this Lease, Hazardous Materials are discovered in any portion of the leased property outside the Demised Premises, Landlord shall immediately undertake or cause to be undertaken remediation or removal of the Hazardous materials according to all Environmental laws and, to the extent Tenant's business is interrupted during the remediation or removal, the rent shall be abated as is fair and reasonable under the circumstances. Landlord shall indemnify, defend and hold Tenant harmless against and reimburse Tenant for all Hazardous Materials Liabilities asserted against or incurred by Tenant arising out of a breach of the representations, warranties or covenants set forth in Section 12.1.

Section 12.2 Tenant's Obligations. Tenant represents and warrants that, during the term of this Lease, Tenant shall not use, place, store, release or otherwise dispose of Hazardous Materials in the Demised Premises or leased property, except in strict accordance with all Environmental Laws. In the event of a breach of the foregoing, Tenant shall immediately undertake or cause to be undertaken remediation or removal according to all Environmental Laws. Tenant shall indemnify, defend and hold Landlord harmless against and reimburse Landlord of all Hazardous Materials Liabilities asserted against or incurred by Landlord arising out of a breach of the representations, warranties or covenants set forth in this Section 12.2.

Section 12.3 Hazardous Materials Defined. The term "HAZARDOUS MATERIALS" as used herein means any substance, (i) the presence of which special handling, storage, investigation, notification, monitoring, or remediation under any Environmental Law, (ii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, otherwise hazardous, (iii) which is or becomes regulated by any Governmental Authority, or (iv) the presence of which causes or threatens to cause a nuisance to the leased property or Demised Premises or to adjacent properties or Demised Premises.

Section 12.4 Environmental Laws Defined. The term "ENVIRONMENTAL LAWS" refer to all Laws relation to (i) emissions discharges, spills, releases or threatened releases of Hazardous Materials onto land or into ambient air, surface water, groundwater, watercourses, publicly or privately owned treatment works, drains, sewer systems, wetlands, or septic systems, (ii) the use, treatment, storage, disposal, handling, manufacturing, transportation, or shipment of Hazardous Materials, or (iii) the protection of human health or the environment.

Section 12.5 Hazardous Materials Liabilities Defined. The term "HAZARDOUS MATERIALS LIABILITIES" as uses herein means all claims, damages, losses, forfeitures, expenses, or liabilities arising from or caused in whole or in part, directly or indirectly by a breach by the other parts of its representations, warranties, or covenants under Section 12.1 or 12.2, including (but not limited to) all costs of defense (including reasonable attorney's fees and other costs of litigation), all consultant's fees, and all costs of investigation, repair, remediation, restoration, clean up, detoxification or decontamination, and/or preparation and implementation of any closure, remedial action or other required plan.

Section 12.6 Survival. The provisions of the Article XII shall survive the expiration or earlier termination of this Lease.

ARTICLE XIII. GENERAL PROVISIONS

Section 13.1 Landlord's Right of Entry. Landlord reserves the right, at all times during the term of this lease, to enter the Demised Premises for inspection and examining the same, and to show the same to prospective purchasers or tenants, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. During the last ninety (90) days of this Lease, Landlord may exhibit the Demised Premises to prospective tenants or purchasers, and place upon the Demised Premises the usual notices advertising the Demised Premises for sale or lease. If Tenant shall not be present to open and allow entry into the Demised Premises, at any time, when for any reason entry shall be necessary or permissible, Landlord may enter by use of a master key or by forcible entry without rendering landlord liable therefore, and without in any manner affect the obligations of the Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability all for the care, maintenance or repair of the Demised Premises except as otherwise herein specifically provided.

Section 13.2 Quiet Enjoyment. Tenant shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the Demised Premises while this Lease remains in force, without hindrance, disturbance or molestation from Landlord, subject to the specific provisions of this Lease.

Section 13.3 Trade Fixtures. At the expiration of this Lease, provided Tenant is not in default, Tenant shall have the right to remove any trade fixtures installed by Tenant at the Demised Premises. Tenant shall repair any damage to the Demised Premises caused by such removal. Notwithstanding the foregoing, Landlord shall have a lien upon the fixtures, or any additions thereto, during the term of this Lease to secure performance by Tenant. Any security interest or lien on equipment and trade fixtures by Lessor shall be secondary to the Lessee, (Franchisor) or the lender during the term of this agreement and any renewal, assignment or termination.

Section 13.4 Notices. Whenever any notice is required or allowed hereunder, such notice shall be in writing. Any notice or document required or allowed to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at the following addresses:

LANDLORD:

Jed S. Brunken, Operating Member
SBG, L.L.C.
817 Comanche Street
Columbus, Nebraska 68601-0218

TENANT:

Cory and Stacey Schaefer, Operating Members
C&S Entertainment, LLC
7 Beaver Lodge Road
Columbus, NE 68601

With a copy to:

Jason D. Mielak
Fehring, Mielak, & Fehring, P.C., L.L.O.
3919 25th Street
Columbus, Nebraska 68601

Section 13.5 Holding Over. In the event Tenant, with Landlord's consent, remains in possession of Demised Premises after the expiration of this Lease, Tenant shall be deemed to be occupying the Demised Premises as a month to month tenant subject to the terms, covenants and conditions of this Lease.

Section 13.6 Partial Invalidity. If any term or condition of this Lease shall to any extent be invalid or unenforceable, then the remainder of this Lease, other than those to which it is held invalid or unenforceable, shall not be affected and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent allowed by law.

Section 13.7 Waiver. Waiver of any default, breach or failure under this Lease shall not be construed as a waiver of any subsequent or different default, breach or failure.

Section 13.8 Amendment. All amendments to this Lease shall be in writing executed by the parties.

Section 13.9 Successors. the provisions, covenants, and conditions of this Lease shall bind and inure to the benefit of the legal representatives, successors and assigns of each party. Landlord shall have the right to assign this Lease and be released therefrom upon the sale of the Demised Premises.

Section 13.10 Choice of Law. The laws of the State of Nebraska shall govern interpretation, validity, performance and enforcement of this Lease.

Section 13.11 Superseding Lease. This Lease supersedes all previous leases or other agreements between the parties hereto concerning the Demised Premises.

Section 13.12 First Right of Refusal.

(A). During the term of this lease or any extension thereof, Landlord agrees that it will not transfer, sell, or otherwise dispose any part or all of its interest in the Demised Premises without first offering the same in writing to Tenant at a price and upon terms no less favorable than those by which Landlord is willing to accept from a third party (as evidenced by a bona fide written offer received from such third party by Landlord). Within thirty (30) days after receipt of such written offer, Tenant may accept such offer by giving written notice to Landlord. If, within such 30 day period, Tenant does not agree to purchase the interest in the real property of the Landlord on the terms and conditions provided above, Landlord may, within 45 days from the expiration of such 30 day period, transfer the interest to such third party only on terms no less favorable to Landlord. If the interest in the real property is not so disposed of within the 45-day period, Landlord shall, before disposition of their interest, be obligated to first re-offer it to tenant pursuant to the terms of this Paragraph (A).

(B). the parties hereto agree that this document may be recorded with the Platte County, Nebraska Register of Deeds Office for the purpose of notice to the public.

(C). This Agreement shall be binding and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

(D). Landlord and Tenant agree that if at any time during the lease period, the Tenant does wish to purchase the property, the Landlord will sell at an agreed upon price. If a sale price cannot be agreed upon, then by using the average of two appraisals.

ARTICLE XIV. SPECIAL PROVISIONS.

Section 14.1 Utility Accounts. Tenant will arrange with Utility Companies to transfer services to their own accounts. For example, Electrical Service, Gas Service, Telephone Service, and the like.

Section 14.2 Liquor License. The parties' obligations under this Lease are contingent upon Tenant receiving approval for a liquor license, including temporary agency agreement, from the State of Nebraska Liquor control Commission to operate at the Demised Premises for a period up to 120 days subsequent to the filing of the application. In furtherance thereof, Landlord agrees to work with the prior Tenant to execute the necessary documents required by the State of Nebraska, to effectuate said transfer and assignment. Tenant shall pay all costs associated with such transfer and assignment by temporary agency agreement.

Section 14.3 Intentionally Deleted.

Section 14.4 Interior Renovations. Any interior renovations to the building must be approved in advance by Landlord in writing in addition to any approval required by the City of Columbus or other governmental or regulatory agency or entity. Landlord shall not unreasonably withhold such approval.

Section 14.5 Outdoor Construction. If Tenant wishes to make any physical improvements to the outdoor areas of the Demised Premises including building an outdoor seating area, any improvements must be approved in advance by the Landlord in writing in addition to any approval required by the City of Columbus or other governmental or regulatory agency or entity. Landlord shall not unreasonably withhold such approval.

Section 14.6 Use of Landlord's Furniture/Equipment. The use of Landlord's furniture, equipment is included in Article III Rent and other Charges. These items will be inventoried in quantity and condition on the takeover date. Tenant to be responsible for repairs to/replacement of landlord's Furniture, Equipment resulting from misuse, vandalism, theft, and handling beyond ordinary wear and tear. Landlord and Tenant agree that use of refrigeration coolers is included, should the units fail or require maintenance, it will be at the expense of the tenant.

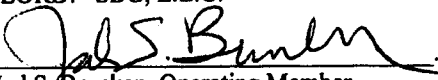
Tenant agrees to arrange and pay for Hood maintenance a minimum of three (3) times a year. Tenant will clean compressors of refrigeration equipment of dust regularly. Landlord will replace HVAC filters a minimum of four (4) times a year.

Section 14.7 Use of Parking Lot by Others. Tenant acknowledges and consents to Landlord permitting the Holiday Inn Express use of the Demised Premises parking lot for overflow parking.


SIGNATURE PAGE

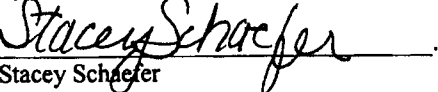
DATED this 16th day of January, 2020

LANDLORD: SBG, L.L.C.

By: 
Jed S. Brunken, Operating Member

TENANT: C&S Entertainmnet, LLC

By: 
Cory Schaefer

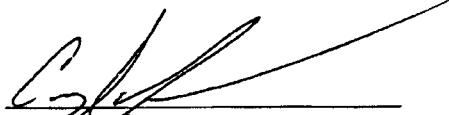
By: 
Stacey Schaefer

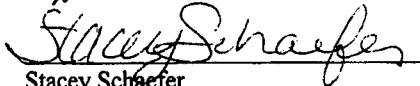
GUARANTEE OF LEASE

The undersigned do hereby guarantee the full performance of this Lease and do further expressly waive notice of non-performance or default under the Lease by or on behalf of Tenant, and further expressly hereby waive any legal obligations or necessity for Landlord to proceed first against Tenant or to exhaust any remedy Landlord may have against Tenant, it being understood that in the event of default or failure of performance under the Lease in any respect by Tenant, Landlord may proceed and have right of action solely against either the undersigned or Tenant, or jointly against the undersigned and Tenant.

If the Lease is renewed or its term extended, for any period beyond the original termination date specified in the Lease, either pursuant to any option granted under the Lease or otherwise at any time, or if Tenant holds over beyond the term of the Lease, or if Lease is modified in any way, the obligations hereunder of Guarantor shall extend and apply with respect to the full performance and observance of all the covenants, terms, and conditions of the Lease, as existing, extended, renewed or modified and of any such amendment thereof.

Dated this 16TH day of January, 2020.



Cory Schaefer

Stacey Schaefer

- B. Application of Habitat for Humanity of Columbus for preliminary plat of New Hope 2nd Subdivision (41 Avenue between 13 and 14 Streets). (Planning Commission recommends approval.)

FILED

MAY 19 2020

**CITY CLERK
COLUMBUS, NEBR.**

**MAJOR APPLICATION
FOR SUBDIVISION OR ADDITION
PRELIMINARY PLAT / FINAL
(CIRCLE ONE)**

DATE: May 8, 2020

NAME OF SUBDIVISION: New Hope ^{2nd} Subdivision

NAME OF APPLICANT: Habitat for Humanity of Columbus, NE.

ADDRESS OF APPLICANT: P.O. Box 1792, 3602 16th Street

PHONE NUMBER: 402-564-4663 APPLICANT E-MAIL: info@hfhcolumbusne.org

NUMBER OF LOTS IN SUBDIVISION: 14 lots

ADDRESS OF SUBDIVISION: Between 13th and 14th Streets on 41st Avenue Just North of Reese Industries in Southwest Columbus

I hereby apply for a Major Subdivision / Addition and have paid with the preliminary application \$125.00 application fee, \$100.00 reviewing fee plus \$10.00 per lot review fee. I understand that a \$25.00 map update fee will be invoiced once approved.

Michael J. Smith
Owner or Owner's Representative

[Signature]
Attorney / Legal Counsel for Applicant

Development Agreement submitted on: _____

City Attorney

Map No. _____

The City of **Columbus**

MEMORANDUM

DATE: June 4, 2020
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: New Hope 2nd Subdivision – Preliminary Plat

RECOMMENDATION:

I recommend the approval of the preliminary plat of New Hope 2nd Subdivision as it is amenable with the adjacent land use and the future land use and is in accordance with the Land Development Ordinance 96-08 as amended.

DISCUSSION:

The addition consists of 14 residential lots. The roadway is between conventional named streets and therefore is able to be named Habitat Drive. The intersection of Habitat Drive and 41st Avenue would be paved as part of this project in which the east half is general obligation costs.

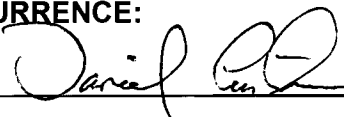
FISCAL IMPACT:

Maintenance costs of added street and utilities.

ALTERNATIVE:

Do not approve.

CONCURRENCE:

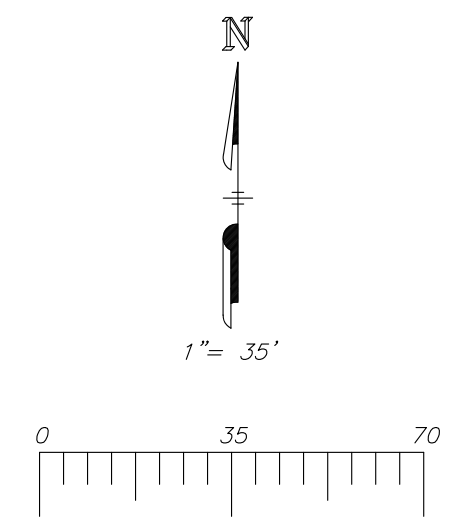
By:  _____

SIGNATURE:

By:  _____

Approved By: Tara Vasicek

PRELIMINARY PLAT OF NEW HOPE 2ND SUBDIVISION
TO THE CITY OF COLUMBUS, PLATTE COUNTY, NEBRASKA



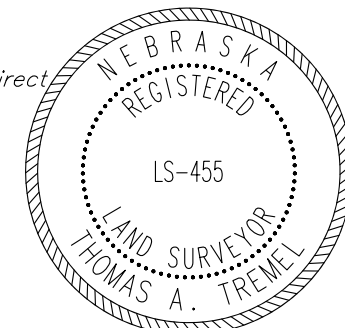
Developer:
Habitat for Humanity of
Columbus NE, Inc.,
Attn: Lori Peters
PO Box 1792
Columbus, NE 68602
Office Phone: 402.564.4663
Cell Phone: 402.942.4582

Surveyor:
Thomas A. Tremel, R.L.S.
1 Driftwood Drive
Columbus, NE 68601
Phone: 402.276.3690

Engineer:
Richard Snyder P.E. # E-4350
126 Lakeshore Drive
Columbus, NE 68601
Phone: 402.910.4181

Surveyor's Statement:
I, Thomas A. Tremel, a Registered Land Surveyor in the State of Nebraska, hereby state that this survey was conducted under my direct supervision and is correct to the best of my knowledge and belief.

Thomas A. Tremel
Thomas A. Tremel, L.S. #455
May 15, 2020



PLANNING COMMISSION:
This Preliminary Plat of New Hope 2nd Subdivision to the City of Columbus, Platte County, Nebraska, was approved by the Planning Commission on _____ Day of _____.

Chairman _____

CITY COUNCIL:
This Preliminary Plat of New Hope 2nd Subdivision to the City of Columbus, Platte County, Nebraska, was approved by the City Council on _____ Day of _____.

Mayor _____ City Clerk _____

—LEGEND—

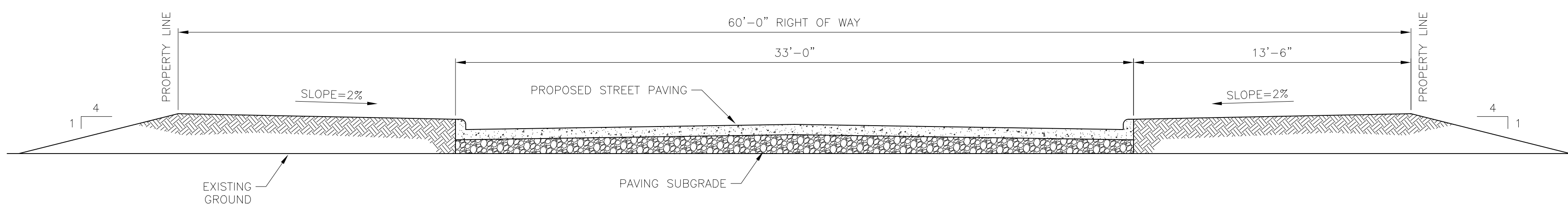
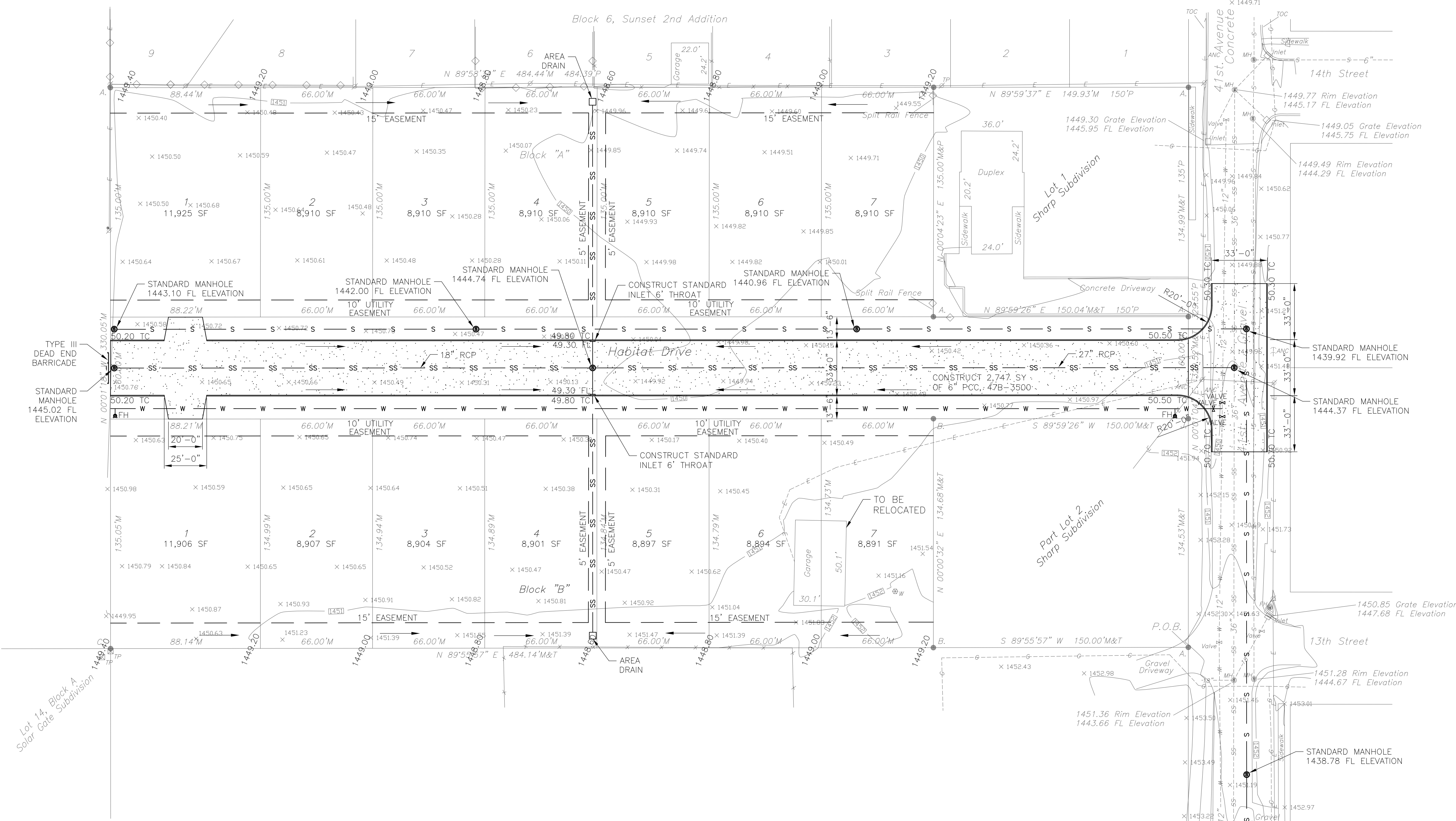
- Found Monument
- Set 5/8" x 24" Rebar w/Plastic Survey Cap
- M Measured This Survey
- P Plat Distance
- T Recorded Measurement T.A. Tremel, L.S. #455
- W Valve
- PP Power Pole
- PTP Transformer Pole
- LP Light Pole
- ANC Anchor
- SP Solar Panel Pole
- MH Manhole
- FH Fire Hydrant
- TP Telephone Pedestal
- OW Old Well
- GP Guard Post
- TC Top of Curb
- GM Gas Meter
- OE Overhead Electric
- UE Underground Electric
- CF Chainlink Fence
- WF Wood Fence
- UT Underground Telephone
- UG Underground Gas
- SS Storm Sewer
- SS Sanitary Sewer
- WL Water Line

Field Notes:

- A) Found 1" iron pipe.
 - B) Found 5/8" rebar with PSC.
 - C) Found 3/4" iron pipe.
- Description:
Lot 2 Sharp Subdivision to the City of Columbus, Platte County, Nebraska excepting therefrom a tract of land, more particularly described as follows: beginning at the Southeast corner of said Lot 2; thence S 89°55'57" W, 150.00 ft. on the South line of said Lot 2; thence N 00°01'04" E, 134.68 ft.; thence N 89°59'26" E, 150.00 ft. to the East line of said Lot 2; thence S 00°01'04" W, 134.53 ft. on the East line of said Lot 2 to the point of beginning. The above described tract of land contains 3.87 acres more or less.
- Notes:
1) All elevations are referenced to NAVD 1988.
2) All bearings are referenced to True North observed at the NE Corner, Sec. 36, T17N, R1W.
3) Zoned: Proposed Zoning R-1, Lots 2 thru 7, Block A and Lots 2 thru 7, Block B
Proposed Zoning R-2, Lot 1, Block A and Lot 1, Block B
4) This property is shown on FIRM Map, No. 31141C0320E; Effective Date: April 19, 2010. Located in Flood Plain Zone X.

Utilities:

Call 800.642.8434 for the actual location of the utilities before digging.
No Private Utilities were located unless otherwise shown.
Water/Sewer - City of Columbus (As Shown)
Gas - Black Hills Energy (As Shown)
Telephone - Frontier Communications (Nothing Located on Project Area)
Electric - Loup River Public Power District (As Shown)
Cable TV - Time Warner Cable (Nothing Located on Project Area)



TYPICAL STREET EMBANKMENT CROSS SECTION



No. 1 Driftwood Drive - Columbus, NE 68601
Phone (402) 563-4589 - Fax (402) 563-3922

DESIGNER: HABITAT FOR HUMANITY OF COLUMBUS NE, INC.	REVISION RECORD	DATE	BY	DESCRIPTION
	DRAWER: OF COLUMBUS NE, INC.	REV.	DATE	DESCRIPTION
DRAWN: 126 LAKESHORE DRIVE COLUMBUS, NEBRASKA	DATE	05.14.2020		
	PH: (402) 910-4181			
PRELIMINARY PLAT				
C1				

- C. Application of Walmart, Inc. for Lexington M. Cervantes as manager in conjunction with liquor license.



COLUMBUS POLICE DEPARTMENT

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

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

FROM: CHARLES L. SHERER, CHIEF OF POLICE 

DATE: JUNE 8, 2020

SUBJECT: LIQUOR LICENSE
MANAGER CHANGE
WAL-MART
818 EAST 23RD STREET
COLUMBUS, NEBRASKA

MANAGER:
LEXINGTON CERVANTES
DOB: 01/21/1982
4631 63RD STREET
COLUMBUS, NEBRASKA 68826

It should be noted that this change of licensing is for the purpose of changing Managers at Wal-Mart.

- K. The applicant can ensure that all alcoholic beverages, including beer and wine will be handled by persons in accordance with section 53-102:

The Columbus Police Department makes no recommendations.

- L. The applicant has taken every reasonable precaution to protect against the possibility of shoplifting of alcoholic liquor, which alcoholic liquor shall be displayed and kept in and sold from an area which is reasonably secured:

The Columbus Police Department makes no recommendations.

- M. The applicant is fit, willing and able to properly provide the service proposed in conformance with all provisions and requirements of the rules and regulations adopted and promulgated pursuant to the act:

The Columbus Police Department makes no recommendations.

- N. The applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensee can conform to all the provisions and requirements of the rules and regulations adopted and promulgated pursuant to the act:

The Columbus Police Department makes no recommendations.

- O. The background information of the applicant established by information contained in the public records of the commission and investigations conducted by law enforcement agencies show that the applicant has not been involved in any criminal investigation with the Columbus Police Department.

- P. There is no evidence of discrimination on the part of the applicant:

The Columbus Police Department makes no recommendations.

- Q. There is no evidence to show that the applicant suppressed any or provided any inaccurate information to the commission or local governing body.

The Columbus Police Department makes no recommendations.

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NB 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov

Office Use

RECEIVED

MAY 15 2020

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. See Form 147 for further information, this form MUST be included with your application.**
- ✓ **21 years of age or older**

Corporation/LLC information

Name of Corporation/LLC: Walmart Inc.

Premise information

Liquor License Number: 066828 Class Type D (if new application leave blank)

Premise Trade Name/DBA: Walmart 774


Premise Street Address: 818 E 23 Street

City: Columbus County: Platte Zip Code: 68601

Premise Phone Number: 402-564-1668

Email address: complic@wal-mart.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.
http://www.lcc.ne.gov/license_search/licsearch.cgi



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Cervantes First Name: Lexington MI: M
 Home Address (include PO Box if applicable): 4631 63rd St
 City: Columbus County: Platte Zip Code: 68601
 Home Phone Number: 563-528-9103 Business Phone Number: 402-564-1668
 Social Security Number: _____ Drivers License Number & State: _____
 Date Of Birth: _____ Place Of Birth: Davenport, IA
 Email address: lmc00ax.500774.us@wal-mart.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

Spouse's information

Spouses Last Name: Cervantes First Name: Joel MI: T
 Social Security Number: _____ Drivers License Number & State: _____
 Date Of Birth: _____ Place Of Birth: Manila, Phillipines

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Blue Columbus, NE	2009				
Columbus, NE	2019	2020			
Blue Grass, IA	2009	2019			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2011	2020	Walmart	Bill Skoufis	402-597-1282
2001	2010	NPC International	Tracy Armentrout	620-231-3390

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see www.lcc.nc.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non participation may be attached.

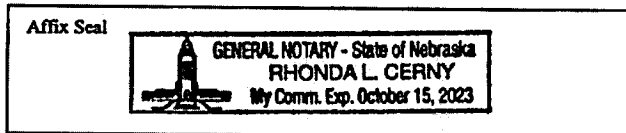
The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Leighton Cervantes Signature of Manager Applicant Joel Cervantes Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Platte The foregoing instrument was acknowledged before me this
March 6, 2020 date by Leighton Cervantes & Joel Cervantes name of person acknowledged

Rhonda L. Cerny
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License

The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

Trade Name: _____

Name of Person Bring Fingerprinted: Lexington Cervantes

Date of Birth: _____ Last 4 SSN: _____ Date fingerprints were taken: 3-6-2020

Location where fingerprints were taken: Columbus, NE Police Department

How was payment made to NSP?

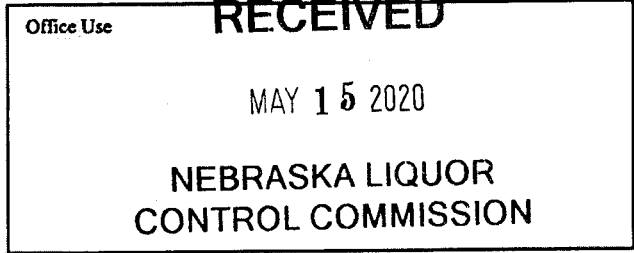
NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Lexington Cervantes
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.

[Signature]
Signature of spouse asking for waiver
(Spouse of individual listed below)

Joel Cervantes
Printed name of spouse asking for waiver

State of Nebraska

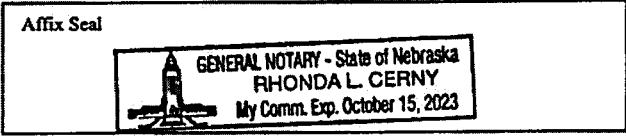
County of Platte

The foregoing instrument was acknowledged before me this

March 6, 2020
date

by Joel Cervantes
name of person acknowledged

[Signature]
Notary Public signature



I acknowledge that I am the spouse of the above listed individual. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that the above individual has violated (§53-125(13)) the Commission may cancel or revoke the liquor license.

[Signature]
Signature of individual involved with application
(Spouse of individual listed above)

Levinton Cervantes
Printed name of applying individual

State of Nebraska

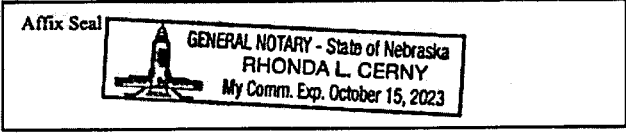
County of Platte

The foregoing instrument was acknowledged before me this

March 6, 2020
date

by Levinton Cervantes
name of person acknowledged

[Signature]
Notary Public signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.



WIRE / My Learning Portal / Sovran / My Training History

Download to Print

WIN: 216250368

NT Account: LMC00AX

Manager: SKOUFIS, WILLIAM

Email: LMC00AX.S00774.US@EMAIL.WAL- Primary Job: StoreMgr=> \$80MM-WM
MART.COM

Completed Activities

Activity	Start Date	Completion Date	Expiration Date	Score	Attended Duration		Completion Status
					Days	Hours	
Alcohol Sales Training	01/03/2017	01/03/2017	01/03/2018	90			Attended
Alcohol Sales Training (1)	01/03/2017	01/03/2017	01/03/2018	90			Attended
Alcohol Sales Training (1)	01/24/2015	01/25/2015	01/25/2016	90			Attended
Alcohol Sales Training (1)	07/09/2012	07/09/2012	07/09/2013				Attended
Alcohol Sales Training (1)	08/16/2019	08/16/2019	08/16/2020				Attended
Alcohol Sales Training (1)	08/18/2018	08/18/2018	08/19/2019				Attended
Alcohol Sales Training (1)	11/04/2017	11/04/2017	11/04/2018	100			Attended
Alcohol Sales Training (1)	11/07/2013	11/07/2013	11/07/2014	100			Attended
Alcohol Sales Training (1)	11/11/2015	11/18/2015	11/18/2016	90			Attended
Alcohol Sales Training	8/16/2019	8/16/2019			0	00:12:45	Attended
	8/16/2019	8/16/2019			0	00:12:45	Attended
Alcohol and Drug Free Workplace Policy	08/24/2011	08/24/2011			0	00:00:39	Attended
Alcohol and Drug Free Workplace Policy (1)	08/24/2011	08/24/2011			0	00:00:39	Attended
Alcohol Sales	06/20/2011	06/20/2011		100			Attended
Alcohol Sales (1)	06/20/2011	06/20/2011		100			Attended
Alcoholic Beverage Receiving and Merchandising Acknowledgment	10/13/2014	10/13/2014					Attended
Alcoholic Beverage Receiving and Merchandising Acknowledgment (1)	10/13/2014	10/13/2014					Attended
Alcohol Sales (1.1)	06/20/2011	06/20/2011		100	0	00:20:48	Attended
Alcohol Sales (1.1) (7541)	06/20/2011	06/20/2011		100	0	00:20:48	Attended
Alcohol Sales Training (1.1)	07/09/2012	07/09/2012			0	00:22:49	Attended
Alcohol Sales Training (1.1) (28326)	07/09/2012	07/09/2012			0	00:22:49	Attended
Alcohol Sales Training (1.3)	11/07/2013	11/07/2013		100	0	00:43:10	Attended
Alcohol Sales Training (1.3) (28326)	11/07/2013	11/07/2013		100	0	00:43:10	Attended
Alcohol Sales Training (1.7)	01/24/2015	01/25/2015		90	0	00:26:05	Attended
Alcohol Sales Training (1.7) (28326)	01/24/2015	01/25/2015		90	0	00:26:05	Attended
Alcohol Sales Training (1.7) (28326)	11/11/2015	11/18/2015		90	0	01:11:39	Attended
Alcohol Sales Training (2.1)	01/03/2017	01/03/2017		90	0	00:57:18	Attended
Alcohol Sales Training (2.1) (28326)	01/03/2017	01/03/2017		90	0	00:57:18	Attended
Alcohol Sales Training (2.2)	11/04/2017	11/04/2017		100	0	00:17:14	Attended
Alcohol Sales Training (2.2) (28326)	11/04/2017	11/04/2017		100	0	00:17:14	Attended
Alcohol Sales Training (2.3)	08/18/2018	08/18/2018			0	00:07:59	Attended
Alcohol Sales Training (2.3) (28326)	08/18/2018	08/18/2018			0	00:07:59	Attended
Alcohol Sales Training (2.4)	08/16/2019	08/16/2019			0	00:06:53	Attended
Alcohol Sales Training (2.4) (28326)	08/16/2019	08/16/2019			0	00:06:53	Attended



Details

WIN: 216250368

NT Account: LMC00AX

Manager: SKOUFIS, WILLIAM

Email: LMC00AX.S00774.US@EMAIL.WAL- Primary Job: StoreMgr=> \$80MM-WM

MART.COM

Completed Activities

Activity	Start Date	Completion Date	Expiration Date	Score	Attended Duration		Completion Status
					Days	Hours	
Age Verification - Restricted Items	03/14/2019	03/14/2019	03/14/2020				Attended
Age Verification - Restricted Items ()	03/14/2019	03/14/2019	03/14/2020				Attended
Age Verification - Restricted Items ()	04/25/2018	04/25/2018	04/26/2019				Attended
Age Verification - Restricted Items	3/8/2020	3/8/2020			0	00:13:16	Attended
	3/8/2020	3/8/2020			0	00:13:16	Attended
Associate Pay - Wage and Hour	10/17/2019	10/27/2019					Attended
Associate Pay - Wage and Hour ()	10/17/2019	10/27/2019					Attended
2. Position Specific: Cashier Launch Page - old Do Not Use	06/25/2011	06/26/2011			0	00:00:17	Attended
2. Position Specific: Cashier Launch Page - old Do Not Use ()	06/25/2011	06/26/2011			0	00:00:17	Attended
Alcoholic Beverage Receiving and Merchandising Acknowledgment	10/13/2014	10/13/2014					Attended
Alcoholic Beverage Receiving and Merchandising Acknowledgment ()	10/13/2014	10/13/2014					Attended
Finance - Wage Management (Learner)	09/17/2015	09/17/2015					Attended
Finance - Wage Management (Learner) ()	09/17/2015	09/17/2015					Attended
Finance - Wage Management (Learner) ()	09/17/2015	09/17/2015					Attended
Finance - Wage Management (Learner) (1.1)	09/17/2015	09/17/2015			0	00:00:10	Attended
Finance - Wage Management (Learner) (1.1) (4974)	09/17/2015	09/17/2015			0	00:00:10	Attended
Alcoholic Beverage Receiving and Merchandising Acknowledgment (1.0)	10/13/2014	10/13/2014			0	00:00:39	Attended
Alcoholic Beverage Receiving and Merchandising Acknowledgment (1.0) (130568)	10/13/2014	10/13/2014			0	00:00:39	Attended
Age Verification - Restricted Items (1.0)	03/14/2019	03/14/2019			0	00:19:24	Attended
Age Verification - Restricted Items (1.0) (283835)	03/14/2019	03/14/2019			0	00:19:24	Attended
Age Verification - Restricted Items (1.0) (283835)	04/25/2018	04/25/2018			0	03:13:31	Attended
Associate Pay - Wage and Hour (1.0)	10/17/2019	10/27/2019			0	00:03:09	Attended
Associate Pay - Wage and Hour (1.0) (366818)	10/17/2019	10/27/2019			0	00:03:09	Attended

D. Plans, specifications, and estimate of cost in the amount of \$250,000 for demolition of Senior Center/Fire Station and authorization to advertise for bids. (Plans and specifications on file in the Engineering Department.)

The City of **Columbus**

MEMORANDUM

DATE: June 10, 2020
FROM : Richard J. Bogus, City Engineer
TO: Tara Vasicek, City Administrator
RE: Demolition of Old Senior Center/Fire Station

RECOMMENDATION:

I recommend approval of the plans, specifications, and engineer's estimate of probable cost in the amount of \$250,000, for the above referenced project and to authorize staff to advertise for bids.

DISCUSSION:

The Old Senior Center and Fire Station have extensive water damage, structural issues, and some electrical concerns. The project is the demolition of these facilities located on the east side of 26th Avenue, north of 14th Street. A hazardous mitigation study has been completed and the work includes the proper removal of materials and any mitigation.

The communication towers and control systems will be relocated prior to demolition. Pending agreements and physical relocation timelines of these items, the start and completion dates of the demolition are not set. However, it is estimated the buildings will be removed by the end of this calendar year.

The Engineering Department is providing the design and construction phase services. The hazardous material removals and mitigation will be provided by B2 Environmental. If you have any questions, please feel free to contact me.

FISCAL IMPACT:

CIP 20-2 in the amount of \$250,000. Pending the actual removal timeline, some additional funding may be required in the 2020-2021 budget.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

E. Request for Qualifications for Design and Construction Phase Services for Library/Children's Museum/City Hall Project.

The City of **Columbus**

MEMORANDUM

DATE: June 10, 2020
FROM: Richard J. Bogus, P.E., City Engineer
TO: Tara Vasicek, City Administrator
RE: RFQ for Design and Construction Phase Services for Library/Children's Museum/City Hall Project

RECOMMENDATION:

Approval for City Staff to advertise a Request for Qualifications (RFQ) for the Library/Children's Museum/City Hall for design and construction phase services in accordance with the Construction Manager at Risk process and procedures.

DISCUSSION:

The project has changed from the initial Library and Cultural Arts Center in which a consultant was selected for specifically this design component and one design deliverable package. The addition of two different types of design components, the Children's Museum and City Hall, requires the addition of qualified professionals who have expertise and experiences in those design areas. Therefore, the RFQ will address the need for a team who can properly address all three components including having the capacity to provide multiple concurrent design packages. The result may be one firm who have qualified professionals on staff or a team of consultants with one lead professional. The selected firm/team will work with the CM@R, Boyd Jones.

The notice to proceed for design phase services would only begin upon the successful bond vote this November. Pending approval, the timeline would generally include a series of phased construction and services including temporary relocation of the Library (early 2021), demolition of the Library (early 2021), utility and site preparation (spring 2021), main building construction (summer 2021-winter 2022), demolition of City Hall (winter 2022), and remaining site work (spring/summer 2023).

FISCAL IMPACT:

Part of fiscal year budget and CIP in 2020-2021 and the next two fiscal years.

ALTERNATIVE:

Do not approve.

SIGNATURE:

By: Richard J. Bogus

Approved By: Tara Vasicek

F. Comments from mayor and city council members.

14. **RESOLUTIONS**

A. Resolution No. R20-64 approving Special Events Permit application for events or activities using city owned property.

RESOLUTION NO. R20- 64

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, APPROVING THE SPECIAL EVENT PACKET, THE REQUIREMENTS IT SETS FORTH AND ALL THE DOCUMENTS CONTAINED THEREIN, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY; AND TO REPEAL ALL RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH.

WHEREAS, every year the City receives numerous requests from citizens, organizations, and companies requesting permission to use City owned property for special events and activities; and

WHEREAS, a generalized Special Event Packet has been developed which provides instructions, requirements, and the documents necessary for the successful application and reservation of City owned property for special events and activities; and

WHEREAS, the approval and use of said Special Event Packet, and the requirements and documents it contains, will provide greater uniformity and clarity in applying for and approving the use of City owned property for special events and activities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF CITY OF COLUMBUS, NEBRASKA, that the Special Event Packet, the requirements it sets forth, and the documents contained therein, a copy of which is attached hereto and incorporated herein by this reference, are hereby approved and the mayor is authorized, directed, and empowered to execute the same on behalf of the City of Columbus.

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

INTRODUCED BY COUNCIL MEMBER _____

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Columbus Special Event Packet

APPLICATION PROCESS & PLANNING A SUCCESSFUL EVENT

A Special Event Application is required for events or activities using City-owned property, requiring the closure of a City streets/sidewalks/parking lots, or requiring traffic control. Applications must be submitted no less than **60 days prior** to the event. Permits are processed on a first come, first served basis. *For larger events requiring the coordination of numerous spectators, vendors, volunteers, etc., it is highly recommended that the Event Sponsor contact City staff at least four months or up to one year in advance of the event to reserve your dates in the requested space. Written Application along with all supporting documentation must then be submitted no less than 60 days prior to the event, or risk denial of your permit.* Some events may require approval from City Council. For events that would require the use of downtown venues in proximity to one another, it may be necessary for both event organizers to combine each separate event into one special event application for City of Columbus coordination purposes.

[Click here](#) to download the Special Event Packet.

Submit your completed application to:
City of Columbus
2424 14th Street, P.O. Box 1677
Columbus, NE 68602
Email: eventpermit@columbusne.us
Phone: (402) 562-4232

APPLICATION REQUIREMENTS

Completion of the application packet will help us to identify the scope of your event and the support services you may need. It is the applicant's responsibility to ensure that the details of the organized event have been communicated thoroughly with City staff. Please coordinate with necessary City staff in advance of the event to make sure you are able to execute your tasks during the day and time of your event. The applicant should not expect City of Columbus staff to be present during the duration of the event. Topics for consideration with contact information for appropriate City staff are found on the **ACKNOWLEDGMENT OF CONTACT** (Pg 10).

Mandatory documentation is listed below. All applicable documentation must be turned in at the time of application submission along with all appropriate fees. **Please submit as much descriptive information as possible with your application.**

- Special Event Permit Application, signed and filled out in its entirety (Pg 6–7)
- Proof of Liability Insurance coverage
- **Additional forms and documentation as applicable to your event**

Upon review of the application, the Special Event Committee may approve the event or decide that the event will require formal approval by the Columbus City Council. Applicants may be required to attend a review meeting with the Special Event Committee prior to the event date to finalize the logistics.

DEFINITIONS

EVENT SPONSOR: The person or organization that initiates, plans and carries out a project or activity.

VENDOR: 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 Special Event Committee deems to be considered a **Vendor** for Liability Insurance purposes.

VOLUNTEER: 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.

LIABILITY INSURANCE

The **Event Sponsor** must provide a Certificate of Liability Insurance (or a copy of the complete policy) demonstrating minimum coverage specifically covering the event as follows below. ***Verbiage must be included stating that all Volunteers (per definition stated above) are covered and not excluded by the Liability Insurance.***

All Vendors (per definition stated above) must be listed on the LIST OF VENDORS (Pg 12). If any Vendor is to be covered by the Event Sponsor's policy, it must be so stated in the Certificate of Liability Insurance or policy. Any Vendor which is ***not*** covered by the Event Sponsor'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.

MINIMUM LIABILITY INSURANCE REQUIREMENTS (Sample Certificate included at the end of Packet)

- The City of Columbus, NE 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, NE.

ADDITIONAL \$2,000,000 UMBRELLA 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

EXCEPTION: 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. *Exclusions may apply.*

USAGE OF CITY PARKS AND HIKE/BIKE TRAILS

Columbus is home to over 400 acres of City Parks, and an extensive system of recreational trails for residents and visitors to enjoy. These parks and trails offer an abundance of availability to host races, runs, walks, etc. City staff strongly encourages applicants to consider the use of community trails and parks when planning special events. Community trails and parks offer safety to participants by allowing minimal interference caused by streets or traffic areas. Gatherings/picnics in City Parks do not typically require Liability Insurance unless additional entertainment is provided by the Event Sponsor, such as inflatables or petting zoos.

CITY PARKING LOTS/FACILITIES

The City strongly encourages the use of City-owned parking facilities rather than closing streets for downtown events. However, a request to close a City street and/or public right-of-way may be granted when no other reasonable alternative exists.

STREET CLOSURES

All street closures must be approved by Administration. It is the Event Sponsor's responsibility to communicate with all neighbors and property owners whom the street closure will affect, and obtain their signatures stating that they have no objection to the closure. Use **STREET CLOSURE REQUEST** (Pg 13).

It is the responsibility of the applicant to provide their own barricades. If they are to be used after dark, they must be lighted. For large public events requiring street closures, City staff may be able to provide barricade materials, dependent upon the season that the event occurs. Contact the Street Department at 402-562-4253 for availability or questions on barricades and cones.

The use of arterial streets is strongly discouraged. All activity shall be planned and carried out to allow the least possible inconvenience to the traveling public. City staff understands that the crossing of an arterial or collector street may be necessary. However, City staff from Public Works, Police, Parks, Engineering, and Administration will evaluate on a case by case situation should these uses be requested.

Neighborhood Block Parties that have requested street closure do not typically require Liability Insurance unless additional entertainment or services are set up in the street (including but not limited to: inflatables, musical band, commercial food stand).

CLOSURE OF FIVE (5) PARKING STALLS OR LESS

If your event includes only the closing of five parking stalls or less, a City of Columbus Special Event Application is not required. Instead, please contact the office of City Administration at 402-562-4232.

STORMWATER MANAGEMENT

All requirements of the Stormwater Management Plan must be followed including:

- Portable restroom facilities shall be properly staked and secured and not located within 50-feet of a stormsewer inlet or against a street or parking lot curb.
- Trash receptacles brought in on site must have provisions for a tarp or appropriate cover for after event hours to prevent rain or snow from entering.
- No dumping of any chemicals, cleaners, oils, or other grey waters into the stormsewer system or natural drainage ways.

If you have any questions, or if non-approved or accidental discharges occur to the stormsewer system or nature drainage ways, please contact the Engineering Department at 402-562-4309.

ELECTRICAL REQUIREMENTS

Electricity is available in Frankfort Square and several City parks. Fees will apply.

FEES

Possible fees may be incurred for certain services, as applicable. For the full City of Columbus fee schedule, see: <https://www.columbusne.us/99/Schedule-of-Fees>.

SANITATION and CLEANUP

The City provides a limited number of waste receptacles in the City parks and along the downtown sidewalks. Public use of City amenities is not to be impeded (i.e., covering City waste receptacles is prohibited). Additional waste receptacles or dumpsters are the sole responsibility of the applicant and must be placed on a hard surface such as asphalt or concrete.

The applicant is responsible for properly disposing of all waste and garbage throughout the event, and immediately upon conclusion of the event the area must be returned to a clean condition. As the Event Sponsor, if you set a standard of leaving the venue better than you found it, you will have a beneficial impact on the Columbus community and establish a good reputation for future events. *The Event Sponsor is responsible for all cleanup, and will be charged for any additional cleanup that is left to be done by the City.*

ALCOHOL PERMIT / SPECIAL DESIGNATED LICENSE

If the event involves the sale or use of alcohol, a Special Designated Liquor License, issued by Nebraska Liquor Control Commission pursuant to Neb. Rev. Stat. 53-124.11, is required. Please contact the City Clerk's Office at (402) 562-4224 for the required timeline of submittals, as you will need to allow extra time for the approval process. Additional fees apply, and the license must include local approval by the City Council. *All alcohol vendors are required to check ID's and use bracelets or hand stamps to identify age of legal consumption.*

SAFETY AND SECURITY

The Event Sponsor is required to provide a detailed plan for crowd control and internal safety. It is the sole responsibility of the Event Sponsor to provide security, required by State law if alcohol is involved. The number and type of security personnel required will depend on expected attendance, location of the event, history of the event, nature of the event, street closures, and the amount and type of advertising used to promote the event. Please be aware that there are differences between certified law enforcement officers (authority and ability to arrest, enforce laws, discretion to use force) and private security (limited by law to observe, report and deter crime but not authorized to use force or make arrests). For more questions regarding event safety and security, please contact the Columbus Police Department at (402) 564-3201.

MARKETING/ADVERTISING/PROMOTION

Receipt of approval from all involved parties is strongly encouraged before the event is marketed,

advertised, or promoted. Ensure that event materials such as handouts, websites, social media posts, etc., include details, maps, and parking options as described in this application, following approval by the City.

SIGNAGE

City of Columbus regulations prohibit placement of advertising signs on utility poles, traffic controllers, and traffic signs. It is also prohibited to place a sign, poster, or notice of any kind in the street right-of-way or on any other structure located in the right-of-way. Signs that are hung on utility poles, traffic signs, or traffic lights create a safety risk and also may cause damage. They also create a traffic hazard when placed on roadside corners by distracting drivers or blocking the view of motorists. Even small signs stuck into the ground are a potential traffic hazard if located in the right-of-way. A good standard is to keep signs behind the sidewalk or fifteen (15) feet from the roadside. *The use of spray paint or permanent marking paint is prohibited.* Sidewalk chalk is allowed.

According to Section 97.01(C) of the City Code, all signage is prohibited in the City Parks, except by authorization of the Board of Parks Commissioners, or in certain cases by the Public Property Director or the Park Superintendent.

Improper placement of signage will be removed by the City. All signage must be removed from City of Columbus property within four hours of the conclusion of the event.

AMPLIFIED SOUND

Amplified sound must be directed away from residences and may only be allowed during the hours of 7:00 a.m. until 10:00 p.m., with the exception of July 4th and New Year's Eve, or by special approval

CHANGES AND CANCELLATIONS

All cancellations must be made in writing or emailed to eventpermit@columbusne.us. Cancellations should be received no later than seven (7) days prior to the proposed event date. The City understands that minor changes may occur prior to the event. We ask the applicant to submit all changes immediately, no less than 48 hours prior to the event.

The City reserves the right to cancel, delay, or relocate an event prior to or on the day of the event due to poor weather conditions that may cause excessive damage to City property. City staff recommends the applicant have plans in place to notify participants of changes or cancellations. The City is not responsible for any costs associated with the changes or cancellations.

VISIBILITY

City staff recommends that event organizers be easily identifiable during the event by using safety vests or specific colored shirts so that the event sponsor & volunteers can easily be located.

PARADES

All parade routes must be approved by the City of Columbus, and the City reserves the right to allow for alternate parade routes. Throwing, tossing or pitching of candy/food/materials/etc. directly from floats is prohibited. Participants of the parade are asked to walk alongside the float and throw, toss, or pitch candy/food/materials/etc. to the crowd.



City of Columbus Special Event Permit Application

Answer all questions completely. Inaccurate or incomplete responses may result in the denial of a permit.
For the protection of the City of Columbus and its assets, and for the overall success of the event in question, the City of Columbus Special Event Committee reserves the right to make exceptions to or to impose additional requirements to the policies stated herein, based on individual circumstances.

EVENT SPONSOR/APPLICANT/RESPONSIBLE PARTY INFORMATION			
1. NAME:	2. TODAY'S DATE:		
3. ADDRESS:	4. EMAIL:		
5. CITY:	6. STATE:	7. ZIP CODE:	
8. DAY PHONE:		9. CELL PHONE:	
10. COMPANY/ORGANIZATION NAME, IF APPLICABLE:			
11. COMPANY ADDRESS/CITY/STATE/ZIP:		12. COMPANY PHONE:	
13. NAME OF ALTERNATE CONTACT PERSON:		14. ALTERNATE'S CELL PHONE:	
EVENT INFORMATION			
15. EVENT NAME:			
16. EVENT LOCATION:			
17. ESTIMATED # OF PARTICIPANTS:		18. ESTIMATED # OF SPECTATORS:	
19. ACTUAL EVENT DATE(S):		20. ACTUAL EVENT TIME(S):	
21. EVENT SETUP DATE(S):		22. EVENT SETUP TIME(S):	
23. EVENT TEAR-DOWN DATE(S):		24. EVENT TEAR-DOWN TIME(S):	
25. ADDITIONAL DOCUMENTS ATTACHED – Check as applicable: <ul style="list-style-type: none"> <input type="checkbox"/> Checklist (Pg 8 – 9) <input type="checkbox"/> Acknowledgement of Contact (Pg 10) <input type="checkbox"/> Site Plan (Pg 11) <input type="checkbox"/> List of Vendors (Pg 12) <input type="checkbox"/> Street Closure Request Consent Form (Pg 13) <input type="checkbox"/> Certificate(s) or Proof of Liability Insurance (see instructions on Pg 2) 			
26. Please provide a detailed description of the event, using a separate sheet of paper if necessary. <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>			



City of Columbus Special Event Packet CHECKLIST

PLEASE CHECK ALL THAT APPLY TO YOUR EVENT.

See **ACKNOWLEDGEMENT OF CONTACT** (Pg 10) for contact information of applicable City Departments.

NAME OF EVENT	YES	NO
Reservation of a City Park for event (if Yes, check which one. Possible fees apply.) <input type="checkbox"/> Frankfort Square <input type="checkbox"/> Pawnee Park <input type="checkbox"/> Bradshaw Park <input type="checkbox"/> Centennial Park <input type="checkbox"/> Gerrard Park <input type="checkbox"/> Glur Park <input type="checkbox"/> Wilderness Park <input type="checkbox"/> Sunset Park <input type="checkbox"/> Other small neighborhood park _____ (name of park)		
Reservation of a shelter within a City Park – fees apply		
Wedding in a City Park – fee applies		
Electricity – fees apply, payable at the City Clerk’s office		
Participants in addition to Event Sponsor: Attach LIST OF VENDORS (Pg 12). <u>All must have the required Liability Insurance. See Pg 2</u>		
Sale of Merchandise, Food, Beverages: Sales on street or parking lot requires Vendor Permit from the Police Department; Sales in City Park requires Concessionaire permit.		
Parade: Attach requested route		
Street Usage/Closure: If the event is in the street, street barricades are required. Signatures of affected residents/businesses are required. Use Street Closure Request Consent Form (Pg 13)		
Neighborhood Block Party		
Parking Space(s) blocked on City streets or Lots		
Use of City-Owned Parking Lot		
Tents: Show setup on Site Plan.		
Alcohol served/sold: Complete a Special Designated License Application (SDL). Contact City Clerk at (402) 562-4224 to learn about the required timeline of submittals. Additional fees apply, and the license must include local approval by the City Council. <ul style="list-style-type: none"> • Apply at the NE Liquor Control Commission https://lcc.nebraska.gov/special-designated-licenses • Fencing required. NLCC Title 237, Chapter 2, Section 013.03F requires 2 rows of fencing, placed 4' apart, unless waived by the Nebraska Liquor Control Commission. Orange plastic fencing is recommended. • Attach copy of SDL Application. • Must check all ID and use bracelets or hand stamps 		
Fencing: Required for alcohol sales, per plan included on approved SDL.		



CHECKLIST CONTINUED

	YES	NO
Usage of bleachers, picnic tables or trash cans from Parks Department – fees apply		
Usage of Sound System in Frankfort Square		
Open Fires: Explain in detail		
Public Dance: Will require SDL if alcohol is served or sold.		
Occupation of City Park after 12:00 Midnight: Requires City Council approval		
Bands or Amplified Music		
Advertising/Promotion of event: Attach detailed plans. <i>Encouraged not to advertise until event approval is granted.</i>		
Inflatable Devices: Show setup on Site Plan. Must have required <i>additional</i> Liability Insurance.		
Live animal entertainment including: petting zoos, pony rides, and horse-drawn carriage rides Show setup on Site Plan, & provide clean up and disposal plan. Must have required <i>additional</i> Liability Insurance.		
Carnival Rides: Show setup on Site Plan.		
Powered Equipment: Attach list.		
Spotlights or Lasers: Attach specifications.		
Race or Competition: Attach detailed map. If street closure will be requested for race route, use Street Closure Request Consent Form (Pg 13)		
Booths/Structures: Show setup on Site Plan. Attach additional specs as applicable.		
Other special/unique provisions or information pertaining to the event which have not been addressed in this application – Describe in detail:		



City of Columbus Special Event Packet Acknowledgment of Contact

It is the applicant's responsibility to ensure that the details of their organized event have been communicated thoroughly with City Staff. **Prior to submittal of your special event permit application**, please coordinate with necessary City Staff in advance of the event to make sure you are able to execute your tasks during the day and time of your event. If City services are needed for an event, acknowledge below the date, point of contact and method in which you contacted applicable City department/s. *This form should be included with the Special Event Permit Application.*

For Services or Questions including, **Street Closures; Reservation of Frankfort Square; usage of Parking Lots; Parade Routes; Electricity; Insurance; Parking Stall Closure – Please contact Administration:**

City Administrator, Tara Vasicek (email: tara.vasicek@columbusne.us) **AND**

Administrative Assistant, Linda Cloeter (phone: 402-562-4232, email: linda.cloeter@columbusne.us)

Date Contacted: _____

Who was Contacted: _____

Method of Contact: Phone Email Personal Visit Other

For Services or Questions including **Reservation of City Parks (other than Frankfort Square), Concessionaires Permits, Rental of bleachers or picnic tables, usage of extra trash receptacles, usage of sound system in Frankfort Square – Please contact the Public Property Director:**

Public Property Director, Doug Moore 402-562-4240 dmoore@columbusne.us

Date Contacted: _____

Who was Contacted: _____

Method of Contact: Phone Email Personal Visit Other

For Services or Questions including **Special Designated Liquor Licenses or special consideration of City Code by the City Council – Please contact the City Clerk's Office:**

402-562-4224 cclerk@columbusne.us

Date Contacted: _____

Who was Contacted: _____

Method of Contact: Phone Email Personal Visit Other

For Services or Questions including, **Traffic Control Materials (barricades, cones) – Please contact the Street Department:** 402-562-4253

Date Contacted: _____

Who was Contacted: _____

Method of Contact: Phone Email Personal Visit Other

For Services or Questions including **Safety, Security, Traffic Control Assistance, Vendor/Solicitors permits – Please contact the Columbus Police Department:** 402-564-3201

Date Contacted: _____

Who was Contacted: _____

Method of Contact: Phone Email Personal Visit Other



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement.

PRODUCER		FAX (A/C, No):	
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

SAMPLE

COVERAGES CERTIFICATE NUMBER: MASTER 2019 YEAR REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER.	Y	Y				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

Minimum Monetary Limits
 Required Wording

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Columbus is listed as an additional insured on a primary, non contributory basis. General liability coverage also contains a waiver of subrogation in favor of the City of Columbus.

CERTIFICATE HOLDER	CANCELLATION
CITY OF COLUMBUS P O Box 1677 COLUMBUS NE 68601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

15. 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.

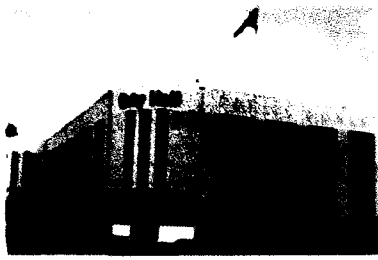
MAYOR

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

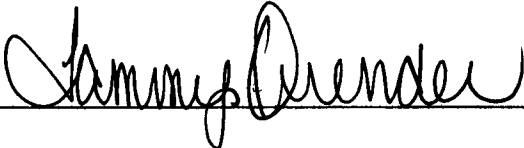
RECOMMENDATION: Approve the updated City Personnel Manual


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 effected 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 16th 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:

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
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 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	3.08 hours per pay period	160 hrs
6 years-14 years	120 hrs	4.61 hours per pay period	240 hrs
15 years+	160 hrs	6.15 hours per pay period	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 an immediate 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 an immediate 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 immediate 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 an immediate 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, compensatory leave and sick leave as part of the FMLA leave. Once such accrued vacation, compensatory leave 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 an immediate 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 an immediate 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 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 brothers' spouses, sisters' spouses, grandparents, grandchildren, aunts, uncles, nieces or nephews, or the employee's spouse's brothers and their spouses, sisters and their spouses, 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 concern or dissatisfaction. Therefore, the following procedures are established whereby employees are entitled to present their concerns 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 concern 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 concern. 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 effected 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 effected 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

1. 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.

2. 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.

3. 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 acknowledgment 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 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.

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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, ~~color~~, sex, age, national origin, disability, 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.



No wording in paragraph was shifted document.

- 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 ~~effected~~ ~~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 16th 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, ~~color~~, sex, age, national origin, disability, 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 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 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, ~~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
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	<u>Employee</u> Pays flat rates for different coverages (exam, Glasses, contacts etc...)	<u>All regular employees working 30 hours or more a week.</u>	<u>Employee</u>
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.

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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.

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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: include vacation, hours and holiday, procedural and administrative leave, and compensatory time used hours 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 ~~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 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 | Director of Public -Works <u>Director</u> <u>Director</u> |

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 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:

<u>Years of Service With City</u>	<u>Annual vacation Accrual</u>	<u>Vacation Accrual Per Pay Period</u>	<u>Maximum Vacation Allowed In Employee's Vacation Bank</u>
<u>After completion of Introductory Period-5 years</u>	<u>80 hrs</u>	<u>3.08 hours per pay period</u>	<u>160 hrs</u>
<u>6 years-14 years</u>	<u>120 hrs</u>	<u>4.61 hours per pay period</u>	<u>240 hrs</u>
<u>15 years+</u>	<u>160 hrs</u>	<u>6.15 hours per pay period</u>	<u>320 hrs</u>

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, ~~who reside at home (remove??)~~ 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

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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. 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.

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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.

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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. 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 ~~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 Clerk's~~ Human Resources Director office or will require the employee to personally bring the report to the ~~City Clerk's~~ 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's~~ 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.~~ 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. 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,~~ 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 ~~may 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 an immediate 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 an immediate 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 **immediate** 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 an **immediate** 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, ~~compensatory leave comp time~~ and sick leave as part of the FMLA leave. Once such accrued vacation, ~~compensatory leave 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 an ~~immediate~~ 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 an **immediate** 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~~ **immediate family**, a department head may ~~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 ~~brothers' spouses, brother's wives~~ sisters' spouses, ~~sister's husbands~~ grandparents, grandchildren, aunts, uncles, nieces or nephews, or the employee's spouse's brothers and their ~~spouses, wives~~ sisters and their ~~spouses, 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 ~~concern or~~ dissatisfaction. Therefore, the following procedures are established whereby employees are entitled to present their ~~concerns~~ ~~complaints~~ without ~~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 ~~concern~~ ~~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 ~~concern~~ ~~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.

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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 ~~effected~~ ~~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 ~~effected~~ ~~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.

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- 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~~ 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 needssolicitation materials shall to be left provided in the breakroom for employees to seereview, during your breaks, before/after working hours, or outside of working hours.
 - c) Distribution of literature is prohibited in work areas at all times.

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- 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

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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

1. 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.

2. 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.

3. 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

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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, ~~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~~ 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 acknowledgment 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 ~~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 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~~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 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 "~~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 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 ~~supervisors~~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, 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.

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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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.

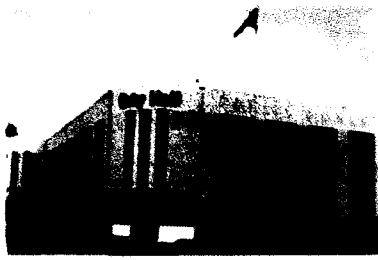
MAYOR

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

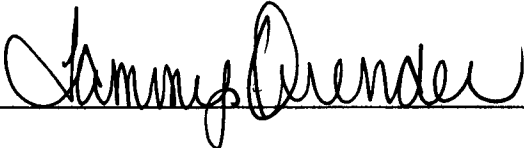
RECOMMENDATION: Approve the updated City Personnel Manual


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 effected 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 16th 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:

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
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 an immediate 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 an immediate 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 immediate 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 an immediate 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, compensatory leave and sick leave as part of the FMLA leave. Once such accrued vacation, compensatory leave 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 an immediate 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 an immediate 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 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 brothers' spouses, sisters' spouses, grandparents, grandchildren, aunts, uncles, nieces or nephews, or the employee's spouse's brothers and their spouses, sisters and their spouses, 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 concern or dissatisfaction. Therefore, the following procedures are established whereby employees are entitled to present their concerns 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 concern 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 concern. 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 effected 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 effected 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

1. 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.

2. 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.

3. 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 acknowledgment 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, 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.

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 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.

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, ~~color~~, sex, age, national origin, disability, 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.



No wording in paragraph was shifted document.

- 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 ~~effected~~ ~~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 16th 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, ~~color~~, sex, age, national origin, disability, 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 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 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, ~~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
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	<u>Employee</u> Pays flat rates for different coverages (exam, Glasses, contacts etc...)	<u>All regular employees working 30 hours or more a week.</u>	<u>Employee</u>
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: include vacation, hours and holiday, procedural and administrative leave, and compensatory time used hours 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 ~~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 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 | Director of Public -Works <u>Director</u> <u>Director</u> |

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 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:

<u>Years of Service With City</u>	<u>Annual vacation Accrual</u>	<u>Vacation Accrual Per Pay Period</u>	<u>Maximum Vacation Allowed In Employee's Vacation Bank</u>
<u>After completion of Introductory Period-5 years</u>	<u>80 hrs</u>	.0385 of an hour of vac. accrual for every hour worked.	<u>160 hrs</u>
<u>6 years-14 years</u>	<u>120 hrs</u>	4.61 of an hour vac. accrual for every hour worked	<u>240 hrs</u>
<u>15 years+</u>	<u>160 hrs</u>	6.15 of an hour vac. accrual for every hour worked	<u>320 hrs</u>

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, ~~who reside at 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 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. 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

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~~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.~~

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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. 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 ~~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 Clerk's Human Resources Director office or will require the employee to personally bring the report to the City Clerk's 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's 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.~~ 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. 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,~~ 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 ~~may 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 an immediate 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 an immediate 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 **immediate** 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 an **immediate** 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, **compensatory leave ~~comp time~~** and sick leave as part of the FMLA leave. Once such accrued vacation, **compensatory leave ~~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 an **immediate** 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 an **immediate** 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~~ immediate family, a department head may 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 ~~brothers' spouses, brother's wives sisters' spouses, sister's husbands~~ grandparents, grandchildren, aunts, uncles, nieces or nephews, or the employee's spouse's brothers and their ~~spouses, wives~~ sisters and their ~~spouses, 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 concern or dissatisfaction. Therefore, the following procedures are established whereby employees are entitled to present their concerns ~~complaints~~ without ~~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 concern ~~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 concern ~~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 ~~effected~~ ~~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 ~~effected~~ ~~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 ~~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 needssolicitation materials shall to be left provided in the breakroom for employees to seereview, 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, 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

1. 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.

2. 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.

3. 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

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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, ~~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~~ 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 acknowledgment 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 ~~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 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~~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 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 ~~"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 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 ~~supervisors~~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, 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.

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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The City of **Columbus**

FINANCE DEPARTMENT

Office (402) 562-4231 • Fax (402) 563-1380

MEMORANDUM

DATE: June 15, 2020
TO: Tara Vasicek, City Administrator
FROM: Heather Lindsley, Finance Director
SUBJECT: 2020 Bond Refinancing

RECOMMENDATION: Staff recommends that the ordinances to issue Refunding Bonds, be approved.

DISCUSSION: The refunding of the bonds is for cost savings. We will be able to drastically reduce current interest rates. Attached is a presentation from Cody Wickham, DA Davidson, that demonstrates the savings, individually.

FISCAL IMPACT:

By refinancing and issuing the refunding bonds, the City of Columbus will save \$1,681,264.00 in interest costs.

ALTERNATIVES:

There are no practical alternatives at this time.

SIGNATURE:

DEPARTMENT HEAD: _____

CITY ADMINISTRATOR APPROVAL: _____





City of Columbus

City Council Meeting June 15, 2020
Presentation of Bond Refinance Package

Refunding of:
Certificates of Participation, Series 2014
General Obligation Flood Control Bonds, Series 2013
Combined Utility Revenue Bonds, Series 2012, 2015A, and 2015B

Due to current the current interest rate environment the City of Columbus has the opportunity to refinance a number of their existing bond issues and achieve significant present value savings. The following is a summary of the proposed refunding package:

1. **General Obligation Flood Control Bonds, Series 2013**
 - Par amount = \$1,960,000
 - Current Average Interest Rate = 2.884%
 - Projected NEW Average Interest Rate = 1.132%
 - Total Projected NET Savings = **\$42,320**

2. **Certificates of Participation, Series 2014**
 - Par amount = \$1,545,000
 - Current Average Interest Rate = 3.124%
 - Projected NEW Average Interest Rate = 1.383%
 - Total Projected NET Savings = **\$69,760**

3. **Combined Utility Revenue Refunding Bonds, Series 2012, Series 2015A, and Series 2015B**
 - Par amount = \$15,950,000
 - Current Average Interest Rate = 3.252%
 - Projected NEW Average Interest Rate = 2.315%
 - Total Projected NET Savings = **\$1,569,184**

CITY OF COLUMBUS, NEBRASKA

**ORDINANCE NO. 20-09
PASSED AND ADOPTED JUNE 15, 2020**

AUTHORIZING

**NOT TO EXCEED
\$1,600,000**

REFUNDING CERTIFICATES OF PARTICIPATION

SERIES 2020

ORDINANCE NO. 20-09

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA AUTHORIZING AND APPROVING A LEASE-PURCHASE TRANSACTION WITH BOKF, NATIONAL ASSOCIATION, THE PROCEEDS OF WHICH WILL BE USED TO REFUND THE CITY'S CERTIFICATES OF PARTICIPATION, SERIES 2014, WHICH CERTIFICATES WERE ISSUED TO PAY THE COSTS TO ACQUIRE, CONSTRUCT, FURNISH AND EQUIP NEW SOLID WASTE DISPOSAL FACILITIES AND EQUIPMENT FOR USE BY THE CITY TO REPLACE OBSOLETE SOLID WASTE FACILITIES THAT ARE NO LONGER SERVICEABLE; APPROVING THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$1,600,000 PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION IN SUCH LEASE; FIXING IN PART AND PROVIDING FOR THE FIXING IN PART OF CERTAIN PROVISIONS OF THE LEASE AND RELATED DOCUMENTS; AND RELATED MATTERS.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA AS FOLLOWS:

Section 1. Findings and Determinations. The Mayor and City Council ("**Council**") of The City of Columbus, Nebraska (the "**City**") hereby finds and determines as follows:

(a) Pursuant to the provisions of Section 19-2421, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"), the City has heretofore entered into a lease-purchase arrangement with BOKF, National Association to issue the Certificates of Participation, Series 2014, dated March 21, 2014, and presently outstanding in the aggregate principal amount of \$1,525,000 (the "**Refunded Certificates**"). The Refunded Certificates were issued to pay a portion of the costs of new solid waste disposal facilities and equipment for use by the City to replace obsolete solid waste facilities that are no longer serviceable (collectively, the "**Project**").

(b) The City can achieve interest cost savings by early prepayment of its obligations related to the Refunded Certificates with the issuance of Refunding Certificates of Participation, Series 2020 (the "**Certificates**") pursuant to the Act.

(c) In order to facilitate the refinancing of the Refunded Certificates with the issuance of the Certificates, it is necessary and desirable for the City to take the following actions:

1. Enter into a License and Easement (the "**License and Easement**") between the City, as grantor, and BOKF, National Association, Lincoln, Nebraska (the "**Trustee**"), as grantee, pursuant to which the City grants a license and easement with respect to the Real Property to the Trustee on the terms and conditions set forth therein, in substantially the form of the same executed and delivered in connection with the Refunded Certificates;

2. Enter into a Lease-Purchase Agreement (the "**Lease**") with the Trustee, pursuant to which the City, as lessee, will lease the Project from the Trustee, as lessor, with an option to purchase the Trustee's interest in the Project and pursuant to which the parties shall agree that the Project shall remain the personal property of the Trustee, in substantially the form of the same executed and delivered in connection with the Refunded Certificates;

3. Execute and deliver a Tax Compliance Agreement (the “**Tax Agreement**”) pursuant to which the City makes certain representations and covenants related to the exclusion of the interest portions of basic rent under the Lease from gross income for purposes of federal income taxation, in substantially the form of the same executed and delivered in connection with the Refunded Certificates;

4. Approve a Declaration of Trust (the “**Declaration of Trust**”) by the Trustee, pursuant to which the Certificates will be issued, evidencing proportionate interests of the owners thereof in basic rent payments to be made by the City under the Lease, in substantially the form of the same executed and delivered in connection with the Refunded Certificates; and

5. Authorize certain officers of the City to make final determinations with respect to the Lease and the Certificates.

The License and Easement, the Lease and the Tax Agreement are referred to together herein as the “**City Documents**.”

Section 2. Authorization of Documents; Final Determinations. The City Documents and the Declaration of Trust are hereby authorized to be approved by the Mayor, the Finance Director, City Administrator, City Attorney, or City Clerk of the City (each, an “**Authorized Officer**”).

The Authorized Officers, or each individually, are hereby authorized and directed to determine (a) the principal amount of the Lease, which shall not exceed \$1,600,000 (b) the principal installments to be due thereunder, (c) the final maturity of the Lease, which shall not be later than September 15, 2026, (d) the rate of interest to be carried by each principal installment such that the true interest cost shall not exceed 2.50%, (e) whether to prepay any or all of the City’s obligations related to the Refunded Certificates, and the form, content and terms of any direction for call and early prepayment, and (f) the prepayment provisions. The Authorized Officers, or each individually, are hereby authorized to approve such documents, and to authorize such changes, additions or deletions with respect to the Certificates as may be in the best interests of the City prior to the signing thereof. An Authorized Officer’s execution of the City Documents will be conclusive evidence of such approval.

Each Authorized Officer is hereby authorized and directed to execute and deliver the City Documents and to approve the Declaration of Trust on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City’s seal to the City Documents and attest such seal.

Section 3. Official Statement. The City hereby ratifies and approves the publication, distribution and use of a Preliminary Official Statement in connection with the offering of the Certificates, in such form and with such changes, additions and modifications, as may be approved by an Authorized Officer. Any Authorized Officer is hereby authorized to deem the information contained in the preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934, as amended. The City further authorizes and directs the preparation of, and authorizes and directs the delivery by an Authorized Officer of, a final Official Statement for use in connection with the sale of the Certificates.

Section 4. Underwriting; Sale. The Certificates shall be sold with a maximum underwriting discount of 1.50% of the stated principal amount of the Certificates to D.A. Davidson & Co., the underwriter thereof (the “**Underwriter**”) pursuant to a Certificate Purchase Agreement between the City and the Underwriter with respect to the Certificates. The Certificate Purchase Agreement, in substantially the form as the same in connection with the Refunded Certificates, is hereby approved, together with such changes,

additions, deletions or modifications as the Authorized Officers shall approve as being in the best interests of the City, with the execution of the same constituting evidence of such approval.

Section 5. Execution and Delivery of City Documents. Each Authorized Officer is hereby authorized to execute and deliver for and on behalf of the City the City Documents and all additional certificates, documents, opinions, or other papers and to perform all other acts as they may deem necessary or appropriate in order to implement and carry out the matters herein authorized.

Section 6. Further Authority; Ratification of Prior Actions. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the City Council hereby (a) authorizes and directs each Authorized Officer, and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with special tax counsel, the Lessor and its counsel and the Underwriter, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance, including, without limitation, the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs to the Authorized Officers, or each individually, the right, power and authority to exercise his or her independent judgment and absolute discretion in (1) determining and finalizing the terms and provisions of the Lease and the Certificates not specifically set forth in this Ordinance and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the execution and delivery of the City Documents and the issuance, sale and delivery of the Certificates. The execution and delivery by the Authorized Officers, or each individually, or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters that are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by the Authorized Officers and all other officers, officials, employees and agents of the City including, without limitation, the expenditure of funds and the selection, appointment and employment of special tax counsel, financial advisors, and other agents in connection with the execution and delivery of the City Documents and the issuance, sale and delivery of the Certificates, together with all other actions taken in connection with any of the matters that are the subject hereof, are in all respects hereby authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 7. Contract; Enforceability. The provisions of this Ordinance, of any supplemental ordinance, and of any resolutions or other proceedings providing for the execution and delivery of the City Documents and the sale of the Certificates and the terms and provisions thereof shall constitute a contract between the City, the Lessor and the registered owners of the Certificates, and the provisions thereof shall be enforceable by any owner of a Certificate for the equal benefit and protection of all such owners similarly situated, by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State of Nebraska (the "State") in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the execution and delivery of the City Documents, and the issuance, sale and delivery of the Certificates, this Ordinance and any supplemental ordinance shall not be subject to repeal, but shall be subject to modification or amendment only to the extent and in the manner provided for in this Ordinance.

Section 8. Limitation of Rights. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance, the City Documents or the Certificates is intended or should be construed to confer upon or give to any person other than the City, the Trustee and the registered owners of the Certificates, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, lease or provision herein contained. The Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Lessor and the registered owners from time to time of the Certificates as herein and therein provided.

Section 9. No Personal Liability. No officer or employee of the City shall be individually or personally liable for the performance of any duties or obligations under the City Documents or the payment of the principal of or interest on any Certificate. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 10. Weekends; Holidays. Whenever this Ordinance or the City Documents requires any action to be taken on a Saturday, Sunday or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Ordinance or the City Documents the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 11. Electronic Transactions. The transactions described herein may be conducted and this Ordinance and related documents may be sent, received and stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. Severability; Remaining Provisions Applicable. If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the City to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such lease or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the City Documents, but the Lessor and the registered owners of the Certificates shall retain all the rights and benefits afforded to them hereunder and under the City Documents or any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatsoever.

Section 13. Law; Jurisdiction. This Ordinance shall be construed and interpreted in accordance with the laws of the State. All suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in the State except to the extent necessary for enforcement, by any trustee or receiver appointed by or pursuant to the provisions of this Ordinance, or remedies under this Ordinance.

Section 14. Repeal of Conflicting Measures. Any ordinance of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance is hereby repealed to the extent of such inconsistency.

Section 15. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Mayor and Council and approval by the Mayor and publication in pamphlet form as provided by law.

Introduced by Council Member: _____

PASSED AND ADOPTED: June 15, 2020.

CITY OF COLUMBUS, NEBRASKA

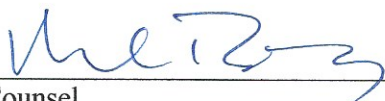
(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to form:



Bond Counsel

- C. Ordinance No. 20-10 authorizing the issuance of General Obligation Flood Control Bonds in an amount not to exceed \$2,000,000 for refunding General Obligation Flood Control Bonds, Series 2013, to achieve interest cost savings.



MEMORANDUM

DATE: June 15, 2020
TO: Tara Vasicek, City Administrator
FROM: Heather Lindsley, Finance Director
SUBJECT: 2020 Bond Refinancing

RECOMMENDATION: Staff recommends that the ordinances to issue Refunding Bonds, be approved.

DISCUSSION: The refunding of the bonds is for cost savings. We will be able to drastically reduce current interest rates. Attached is a presentation from Cody Wickham, DA Davidson, that demonstrates the savings, individually.

FISCAL IMPACT:

By refinancing and issuing the refunding bonds, the City of Columbus will save \$1,681,264.00 in interest costs.

ALTERNATIVES:

There are no practical alternatives at this time.

SIGNATURE:

DEPARTMENT HEAD: _____

CITY ADMINISTRATOR APPROVAL: _____





City of Columbus

City Council Meeting June 15, 2020
Presentation of Bond Refinance Package

Refunding of:
Certificates of Participation, Series 2014
General Obligation Flood Control Bonds, Series 2013
Combined Utility Revenue Bonds, Series 2012, 2015A, and 2015B

Due to current the current interest rate environment the City of Columbus has the opportunity to refinance a number of their existing bond issues and achieve significant present value savings. The following is a summary of the proposed refunding package:

1. **General Obligation Flood Control Bonds, Series 2013**
 - Par amount = \$1,960,000
 - Current Average Interest Rate = 2.884%
 - Projected NEW Average Interest Rate = 1.132%
 - Total Projected NET Savings = **\$42,320**

2. **Certificates of Participation, Series 2014**
 - Par amount = \$1,545,000
 - Current Average Interest Rate = 3.124%
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 - Total Projected NET Savings = **\$69,760**

3. **Combined Utility Revenue Refunding Bonds, Series 2012, Series 2015A, and Series 2015B**
 - Par amount = \$15,950,000
 - Current Average Interest Rate = 3.252%
 - Projected NEW Average Interest Rate = 2.315%
 - Total Projected NET Savings = **\$1,569,184**

CITY OF COLUMBUS, NEBRASKA

**ORDINANCE NO. 20-10
PASSED AND ADOPTED JUNE 15, 2020**

AUTHORIZING

**NOT TO EXCEED
\$2,000,000**

**GENERAL OBLIGATION FLOOD CONTROL
REFUNDING BONDS**

SERIES 2020

ORDINANCE NO. 20-10

AN ORDINANCE OF THE CITY OF COLUMBUS, NEBRASKA, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION FLOOD CONTROL REFUNDING BONDS, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$2,000,000 TO PROVIDE FUNDS, IN ADDITION TO OTHER LEGALLY AVAILABLE FUNDS OF THE CITY, TO REFUND OUSTANDING GENERAL OBLIGATION FLOOD CONTROL AND REFUNDING BONDS, SERIES 2013, OF THE CITY AND PAY THE COSTS OF ISSUING SUCH BONDS; PRESCRIBING THE FORM AND CERTAIN DETAILS OF SUCH BONDS; DELEGATING, AUTHORIZING AND DIRECTING CERTAIN OFFICIALS TO DETERMINE AND FINALIZE CERTAIN TERMS AND PROVISIONS OF THE BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE SAME; PROVIDING FOR PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM AND RELATED MATTERS.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA:

FINDINGS AND DETERMINATIONS

The Mayor and Council (the “**Council**”) of the City of Columbus, Nebraska (the “**City**”), hereby find and determine that:

1. The City is a city of the first class and political subdivision duly organized and existing under the laws of the State of Nebraska (the “**State**”), and, pursuant to Chapter 16, Reissue Revised Statutes of Nebraska, as amended.

2. Pursuant to the provisions of Sections 16-1,106 to 16-6,109, inclusive, Reissue Revised States of Nebraska, as amended (the “**Act**”), the City has previously developed a general plan and program (the “**Plan**”) of flood and storm water control, drainage and disposal of the City, the implementation of which will require works of improvement partly within and partly without the corporate limits of the City.

3. In accordance with the requirements of the Act, the City has submitted the Plan to (a) the Board of Supervisors of The County of Platte, Nebraska and (b) the Department of Water Resources of the State of Nebraska.

4. the City has previously issued and has outstanding and unpaid valid interest-bearing bonds of the City as follows:

General Obligation Flood Control and Refunding Bonds, Series 2013, dated December 27, 2013 (the “**Series 2013 Bonds**”), which mature and bear interest as follows:

<u>Stated Maturity</u> <u>November 15</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2020	\$465,000	2.20%
2021	475,000	2.55
2022	490,000	2.85
2023	500,000	3.10

such bonds being part of an issue of General Obligation Flood Control Refunding Bonds, Series 2013, such bonds being redeemable at the option of the City at any time on or after December 27, 2018, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. The portion of the Series 2013 Bonds which are called for redemption and refunded pursuant to the terms of this Ordinance are herein referred to as the “**Refunded Bonds**”.

5. All of the Refunded Bonds remain unpaid and are a legal liability against the City, provision for the payment of which may be made by the lawful issuance and sale of refunding bonds of the City pursuant to Section 10-142, Reissue Revised Statutes of Nebraska, as amended.

6. Since the issuance of the Refunded Bonds, the rates of interest available in the markets have declined so that the City can effect a savings in interest costs by providing for payment and redemption of all or part of the Refunded Bonds through the issuance of refunding bonds of the City.

7. By making provision for the redemption and payment of the Refunded Bonds through the issuance of refunding bonds, a savings in the amount of annual debt service on the Refunded Bonds would be made by the City.

8. Pursuant to this Ordinance, the City will, in the manner prescribed by law, duly call for redemption on a date determined pursuant this Ordinance (the “**Redemption Date**”) all or a portion of the Refunded Bonds.

9. Except as provided in **Section 502**, all bond sinking fund money of the City in existence with respect to the Refunded Bonds has been or will be used to pay principal and interest maturing, accruing and falling due on the Refunded Bonds on or before the Redemption Date, all of such sinking fund money being hereby appropriated and set aside for such purpose, it being found hereby that no sinking fund money is presently in existence to pay the principal of or interest on the Refunded Bonds, and that the City has no other funds accumulated for the payment thereof.

10. All conditions, acts and things required by law to exist or to be done precedent to and in the issuance of refunding bonds of the City in the principal amount of not to exceed \$2,000,000 do exist and have been done and performed as required or provided by law.

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

“**Beneficial Owner**” means any Person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Bond Counsel**” means Gilmore & Bell, P.C., or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bonds” means the General Obligation Flood Control Refunding Bonds, Series 2020 authorized and issued by the City pursuant to this Ordinance.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“Cede & Co.” means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

“City” means the City of Columbus, Nebraska and any successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Undertaking” means the Continuing Disclosure Undertaking executed by the City and dated the date of issuance and delivery of the Bonds, as amended from time to time in accordance with its terms.

“Debt Service Fund” means the fund by that name referred to in **Section 501** hereof.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (A) not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the highest rating category by Moody's Investors Service, Inc. (presently "Aaa") or Standard & Poor's Ratings Services (presently "AAA").

"Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

"Interest Payment Date" means the dates on which interest shall be paid on the Bonds as determined pursuant to **Section 211** herein.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Outstanding" means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

- (a) Bonds previously cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

"Participants" means those financial institutions for which the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the Treasurer of the City, or such bank or trust company designated by an Authorized Officer pursuant to **Section 211** herein, and any successors or assigns.

"Permitted Investments" means any of the following securities, if and to the extent the same are at the time legal for investment of the City's funds:

- (a) Government Obligations;
- (b) bonds, notes or other obligations of the State, or any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bankholding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and that have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation; and

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchaser” means D.A. Davidson & Co., Omaha, Nebraska, as the original purchaser of the Bonds.

“Record Date” for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance.

“Refunded Bond Redemption Date” means the date determined by the Authorized Officer in accordance with the provisions of **Section 211** hereof for the payment and redemption of the Refunded Bonds.

“Refunded Bonds” has the meaning set forth in the Findings and Determinations herein.

“Special Record Date” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“State” means the State of Nebraska.

“Stated Maturity” means, when used with respect to any Bond, the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond is due and payable.

“Tax Certificate” means the Federal Tax Certificate executed and delivered by the City in connection with the issuance of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

“United States” means the United States of America.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Flood Control Refunding Bonds, Series 2020, of the City in a principal amount not to exceed \$2,000,000 (the “**Bonds**”), for the purpose of (a) paying and redeeming the Refunded Bonds and (b) paying the costs of issuing the Bonds.

Section 202. Description of Bonds. The Bonds shall consist of fully registered bonds, each series numbered from R-1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Bonds shall be dated the date of delivery thereof, shall become due and payable in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof, and shall bear interest at the rates determined by an Authorized Officer in accordance with the provisions of **Section 211** hereof. The Bonds shall bear interest computed on the basis of a 360-day year of twelve 30-day months from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

Section 203. Designation of Paying Agent. The City designates the Paying Agent as its paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds. If the Paying Agent is not the City Treasurer, the Paying Agent shall serve in such capacities under the terms of an agreement entitled “Bond Registrar and Paying Agent Agreement” between the City and the Paying Agent (the “**Registrar Agreement**”), the form of which shall be approved by an Authorized Officer. Each Authorized Officer is hereby authorized to execute the Registrar Agreement in such form deemed appropriate or necessary.

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the bank or trust company then performing such function a certified copy of the proceedings giving notice of the termination of such bank or trust company and appointing a successor, and (2) causing notice to be given by first class mail to each Bondholder. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of the Paying Agent.

Each Paying Agent (other than the City Treasurer) appointed hereunder shall at all times be a commercial banking association or corporation or trust company having a corporate trust administration office located in the State of Nebraska organized and in good standing and doing business under the laws of the United States of America or of the State of Nebraska, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

The Paying Agent shall be paid the usual fees and expenses for its services in connection therewith, which fees and expenses shall be paid as other Expenses are paid.

Section 204. Method and Place of Payment of Bonds. The principal of or Redemption Price and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register.

Notwithstanding the foregoing provisions of this **Section 204**, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first-class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent as herein provided. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this **Section 205**. Upon surrender of any Bond at the Office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on such Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchasers upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying

Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 209. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., as nominee for the Securities Depository, and no Beneficial Owner will receive any certificate representing its respective interest(s) in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in **Section 209(b)** hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of the principal or Redemption Price of and interest on the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the Beneficial Owners as described in **Section 209(b)**.

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% in aggregate principal amount of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Paying Agent shall notify the Registered Owners of such determination or such notice and of the availability of certificates to Registered Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under this **Section 209(b)(1)(A) or (1)(B)**, the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 209(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed

by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or Registered Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 209(c)**, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Registered Owners as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 210. Preliminary and Final Official Statement. The Authorized Officers are hereby individually authorized to approve a Preliminary Official Statement and a final Official Statement, and the use and public distribution of the final Official Statement by the Purchaser in connection with the offering of the Bonds is hereby authorized. The Authorized Officers are hereby authorized to deem the information contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1) of the Securities Exchange Act of 1934, as amended. The Authorized Officers are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

Section 211. Terms of the Bonds; Authorization of Officers.

(a) The Bonds or any portion thereof are hereby authorized to be sold in multiple series pursuant to one or more negotiated sales with the Purchaser. In connection with such sale, the Authorized Officers, or each individually, are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, for each series of Bonds, (i) the aggregate purchase price of the of such series of Bonds, which may include original issue discount and premium and underwriter’s discount, provided the underwriter’s discount shall not exceed 1.50% of the aggregate principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount for all series of Bonds shall not exceed \$2,000,000 in the aggregate, and the final maturity date for each series which shall not be later than November 11, 2023, (iv) the principal amounts maturing in each year (v) the rate or rates of interest to be borne by each principal maturity of the Bonds, provided that the true interest cost shall not exceed 2.50%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity, and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Resolution.

(b) The Authorized Officers, or each individually, are hereby authorized to determine those Series 2013 Bonds to be called for redemption, which bonds shall be the “Refunded Bonds” hereunder, and to call the Refunded Bonds for redemption on such date he or she determines appropriate, which date shall be the “Refunded Bonds Redemption Date” hereunder. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be (i) the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to the payment and redemption of the Refunded Bonds, and (ii) the portion of the net proceeds of the Bonds and other available funds of the City to be applied to the redemption of the principal of and interest on the Refunded Bonds and (iii) the manner of application of such proceeds and funds. The Refunded Bonds shall be called for redemption in accordance with the requirements of the respective resolutions authorizing the issuance of the Refunded Bonds. The Refunded Bonds shall be redeemed at the designated office of the paying agent for the Refunded Bonds, on the applicable date set for redemption by the payment of the redemption price and accrued interest to such date set for redemption. The officers of the City and the paying agent for the Refunded Bonds are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of the Refunded Bonds as herein provided.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional and Mandatory Redemption of Bonds.

(a) ***Optional Redemption by City.*** At the option of the City, Bonds or portions thereof may be called for redemption and payment prior to their Stated Maturity on or after the date and at the Redemption Prices determined by an Authorized Officer in accordance with the provisions of **Section 211** hereof.

(b) ***Mandatory Redemption.*** Any Bonds issued as “term bonds” shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Fund shall be sufficient to redeem, and the City shall redeem on the dates specified by an Authorized Officer pursuant to **Section 211** hereof the principal amounts determined by such Authorized Officer pursuant to **Section 211** hereof.

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation term bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any term bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any term bonds subject to mandatory redemption on such mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this **Section 301(b)**) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this **Section 301(b)**. Each term bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem term bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for term bonds of the same Stated Maturity in chronological order, and the principal amount of term bonds of the

same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with respect to such mandatory redemption payment.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold in the Debt Service Fund money available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When fewer than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such principal amounts and from such Stated Maturities as the City, in its sole and absolute discretion, may determine, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption, each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as provided, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first-class mail at least 30 days prior to the Redemption Date to the Purchasers and each Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;

(c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the Office.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as provided, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable property within the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax. For the purpose of providing for the payment of the principal of and interest on the Bonds as the same become due, there is hereby authorized to be levied, and there is hereby levied, upon all of the taxable property within the City a direct annual tax sufficient to pay all of the principal of and interest on the Bonds as the same becomes due and payable in each year after the application of other available funds as appropriated by the City, including application of sales and use tax revenues.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from such taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the Paying Agent.

If at any time such taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay such principal or interest out of the general funds of the City and to reimburse the general funds for money so expended when such taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the City and shall be held and administered by the Treasurer the following separate funds:

- (a) Debt Service Fund.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest, if any, received from the sale of the Bonds shall be deposited in the Debt Service Fund and applied in accordance with **Section 504** hereof.

(b) Such amount from the proceeds of the Bonds as shall be necessary, together with available amounts held by the City with respect to the Series 2013 Bonds, to provide for the payment and redemption of all of the Refunded Bonds on Refunded Bonds Redemption Date shall be used by the City to pay and redeem all of the Refunded Bonds on the Refunded Bonds Redemption Date.

- (c) The remaining proceeds of the Bonds shall be applied to pay costs of issuance of the Bonds.

Section 503. Application of Excess Money. Upon completion of the purpose for which the Bonds have been issued, any surplus proceeds of the Bonds shall be transferred to and deposited in the Debt Service Fund.

Section 504. Application of Money in Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return such funds to the City. All money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such money.

Any money or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued and all other indebtedness of the City shall be transferred and paid into the General Fund of the City.

Section 505. Deposits and Investment of Money. Money in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions located in the State that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State. All money held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Money held in any fund referred to in this Ordinance may be invested by the Treasurer at the direction of the Council, in accordance with this Ordinance and the Tax Certificate, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the money invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 506. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, such Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in aggregate principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Registered Owners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the Registered Owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Registered Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Registered Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When the principal or Redemption Price of and interest on any or all of the Bonds have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to such Bonds so paid and discharged. Bonds or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company having full trust powers, at or prior to the Stated Maturity or Redemption Date of such Bonds, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of such Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments, provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (a) the City has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants.

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other Ordinances and take such other actions as may be necessary to comply with the Code and with other applicable future laws, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will pay or provide for the payment from time to time of all arbitrage rebate to the United States pursuant to Section 148(f) of the Code and the Tax Certificate. This covenant shall survive payment in full or defeasance of the Bonds. The Tax Certificate may be

amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

(d) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(e) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** hereof or any other provision of this Ordinance, until the final maturity date of all Bonds Outstanding.

Section 802. Continuing Disclosure. The City hereby (1) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a Continuing Disclosure Undertaking in such form as shall be satisfactory to the City, and (2) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this **Section 802**.

Section 803. Amendments. The rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by Ordinance of the City with the written consent of the Registered Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by Ordinance duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an Ordinance adopted by the Mayor and Board amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental Ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Ordinance or of this Ordinance will be sent by the City Clerk to any such Registered Owner or prospective purchaser.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of such amendatory or supplemental Ordinance of the City, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Registered Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by any Registered Owner may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by an agent with written authorization. Proof of the execution of any such instrument or writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite aggregate principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as provided if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. Electronic Transactions. The transactions described herein may be conducted and this Ordinance and related documents may be sent, received and stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of

Section 805. Electronic Transactions. The transactions described herein may be conducted and this Ordinance and related documents may be sent, received and stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 806. Further Authority. The officers of the City, including the Mayor and City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 807. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 808. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 809. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Mayor and Council and approval by the Mayor and publication in pamphlet form as provided by law.

Introduced by Council Member: _____

PASSED AND ADOPTED: June 15, 2020.

CITY OF COLUMBUS, NEBRASKA

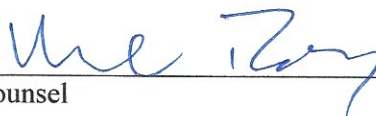
(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to form:



Bond Counsel

Owner shown on the Bond Register. The principal or redemption price of and interest on this Bond shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated “General Obligation Flood Control Refunding Bonds, Series 2020,” aggregating the principal amount of \$_____ (the “**Bonds**”), issued by the City for the purpose of (a) providing for the payment and redemption of \$_____ outstanding principal amount of the City’s General Obligation Flood Control and Refunding Bonds, Series 2013, (the “**Refunded Bonds**”) in pursuance of Section 10-142, Reissue Revised Statutes of Nebraska, as amended, and (b) paying the costs of issuance of the Bonds, under the authority of and in full compliance with the constitution and laws of the State of Nebraska, and pursuant to Ordinance No. 20-____ (the “**Ordinance**”) duly and legally adopted by and Council and approved by the Mayor on June 15, 2020.

At the option of the City, Bonds or portions thereof may be redeemed and paid prior to maturity at any time on or after _____, 2025, as a whole or in part in such principal amounts and from such maturity or maturities as the City may determine (Bonds of less than a full maturity to be selected in multiples of \$5,000 principal amount in such equitable manner as the Paying Agent shall designate) at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the redemption date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first-class mail at least 30 days prior to the redemption date to the original Purchasers of the Bonds and each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as provided, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds constitute general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable property within the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

The Bonds are issuable in the form of fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the designated corporate trust administration office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner’s duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities

Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (a) payments of principal or redemption price of and interest on this Bond, (b) notices and (c) voting. Transfer of principal or redemption price and interest payments to participants of the Securities Depository, and transfer of principal or redemption price and interest payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal or redemption price of and interest on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Nebraska; that a direct annual tax upon all taxable property situated in the City has been levied for the purpose of paying the principal of and interest on the Bonds when due; and that the total indebtedness of the City, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the **CITY OF COLUMBUS, NEBRASKA**, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk.

CERTIFICATE OF AUTHENTICATION

CITY OF COLUMBUS, NEBRASKA

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

By: _____
(facsimile signature)
Mayor

Registration Date: _____

TREASURER, CITY OF COLUMBUS, NEBRASKA, Paying Agent

ATTEST:

By: _____
Authorized Officer or Signatory

By: _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title: _____

- D. Ordinance No. 20-11 authorizing the issuance of Combined Utility Revenue Refunding Bonds in an amount not to exceed \$17,500,000 for refunding of Combined Utility Revenue Bonds, Series 2012, Series 2015A, and Series 2015B to achieve interest cost savings.



MEMORANDUM

DATE: June 15, 2020
TO: Tara Vasicek, City Administrator
FROM: Heather Lindsley, Finance Director
SUBJECT: 2020 Bond Refinancing

RECOMMENDATION: Staff recommends that the ordinances to issue Refunding Bonds, be approved.

DISCUSSION: The refunding of the bonds is for cost savings. We will be able to drastically reduce current interest rates. Attached is a presentation from Cody Wickham, DA Davidson, that demonstrates the savings, individually.

FISCAL IMPACT:

By refinancing and issuing the refunding bonds, the City of Columbus will save \$1,681,264.00 in interest costs.

ALTERNATIVES:

There are no practical alternatives at this time.

SIGNATURE:

DEPARTMENT HEAD: _____

CITY ADMINISTRATOR APPROVAL: _____





City of Columbus

City Council Meeting June 15, 2020
Presentation of Bond Refinance Package

Refunding of:
Certificates of Participation, Series 2014
General Obligation Flood Control Bonds, Series 2013
Combined Utility Revenue Bonds, Series 2012, 2015A, and 2015B

Due to current the current interest rate environment the City of Columbus has the opportunity to refinance a number of their existing bond issues and achieve significant present value savings. The following is a summary of the proposed refunding package:

1. **General Obligation Flood Control Bonds, Series 2013**
 - Par amount = \$1,960,000
 - Current Average Interest Rate = 2.884%
 - Projected NEW Average Interest Rate = 1.132%
 - Total Projected NET Savings = **\$42,320**

2. **Certificates of Participation, Series 2014**
 - Par amount = \$1,545,000
 - Current Average Interest Rate = 3.124%
 - Projected NEW Average Interest Rate = 1.383%
 - Total Projected NET Savings = **\$69,760**

3. **Combined Utility Revenue Refunding Bonds, Series 2012, Series 2015A, and Series 2015B**
 - Par amount = \$15,950,000
 - Current Average Interest Rate = 3.252%
 - Projected NEW Average Interest Rate = 2.315%
 - Total Projected NET Savings = **\$1,569,184**

CITY OF COLUMBUS, NEBRASKA

**ORDINANCE NO. 20-11
PASSED AND ADOPTED JUNE 15, 2020**

AUTHORIZING

**NOT TO EXCEED
\$17,500,000**

COMBINED REVENUE REFUNDING BONDS

SERIES 2020

CITY OF COLUMBUS, NEBRASKA

ORDINANCE NO. 20-11

AN ORDINANCE OF THE CITY OF COLUMBUS, NEBRASKA AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$17,500,000 AGGREGATE PRINCIPAL AMOUNT OF COMBINED REVENUE REFUNDING BONDS, SERIES 2020, OF THE CITY FOR THE PURPOSE OF PROVIDING FUNDS, TOGETHER WITH OTHER AVAILABLE FUNDS OF THE CITY, FOR THE PAYMENT AND REDEMPTION OF CERTAIN OUTSTANDING COMBINED REVENUE BONDS OF THE CITY; PRESCRIBING THE FORM AND CERTAIN DETAILS OF THE BONDS AND PROVIDING FOR THE FIXING AND ESTABLISHING OF OTHER DETAILS OF THE BONDS; PRESCRIBING THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF COLUMBUS, NEBRASKA, AS FOLLOWS:

FINDINGS AND DETERMINATIONS

The Mayor and Council (the **“Council”**) of the City of Columbus, Nebraska (the **“City”**), hereby find and determine that:

1. The City is a city of the first class and political subdivision duly organized and existing under the laws of the State of Nebraska (the **“State”**), and, pursuant to Chapter 16, Reissue Revised Statutes of Nebraska, as amended, owns and (with respect to the utilities specified in (b) and (c) hereafter) operates (a) an electric distribution system, (b) a water works plant and water system, and (c) a wastewater treatment plant and facilities and sanitary sewer system, each of which is a revenue-producing facility as described in Sections 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended (the **“Act”**), serving the City and its inhabitants and others within its service area (collectively, the **“Combined Utilities,”** as hereinafter more fully defined).

2. Pursuant to the Act and the ordinances set forth below, the City has heretofore issued and has outstanding on the date hereof the following series of combined utilities revenue bonds (collectively, the **“Outstanding Bonds”**) payable solely from the revenues derived from the operation of the Combined Utilities (the **“Revenues”**):

<u>Series of Bonds</u>	<u>Date of Bonds</u>	<u>Amount Issued</u>	<u>Amount Outstanding</u>
Combined Revenue Refunding Bonds, Series 2012 (the “ Series 2012 Bonds ”) (Ordinance No. 12-09)	August 7, 2012	\$5,785,000	\$2,260,000
Combined Revenue Refunding Bonds, Series 2015A (the “ Series 2015A Bonds ”) (Ordinance No. 15-07)	July 23, 2015	\$4,030,000	\$3,595,000
Combined Revenue Bonds, Series 2015B (the “ Series 2015B Bonds ”) (Ordinance No. 15-13)	August 26, 2015	\$9,800,000	\$9,800,000
Combined Revenue and Refunding Bonds Series 2015C (the “ Series 2015C Bonds ”) (Ordinance No. 15-22)	December 3, 2015	\$8,530,000	\$4,240,000
Combined Revenue and Refunding Bonds Series 2016 (the “ Series 2016 Bonds ”) (Ordinance No. 16-19)	September 30, 2016	\$13,760,000	\$12,915,000
Combined Revenue Bonds, Series 2018 (the “ Series 2018 Bonds ”) (Ordinance No. 18-56)	December 27, 2018	\$10,380,000	\$10,380,000

3. Since the Series 2012 Bonds, Series 2015A Bonds and Series 2015B Bonds were issued, the rates of interest available in the market have declined such that the City can effect a savings in interest costs by providing for payment and redemption of the outstanding Series 2012 Bonds, Series 2015A Bonds and Series 2015B Bonds (the “**Refunded Bonds**”) through the issuance of combined revenue refunding bonds of the City.

4. It is necessary, desirable, advisable and in the best interests of the City that the City provide for the payment and redemption of the Refunded Bonds by the issuance of combined revenue bonds of the City (as further described herein, the “**Bonds**”) pursuant to the provisions of Sections 10-142 and 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended, the principal of and interest on such Bonds being payable solely from the revenues derived from the operation of the Combined Utilities.

5. (a) The outstanding Series 2012 Bonds mature and bear interest as follows:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
December 15, 2020	\$ 120,000	2.000%
December 15, 2021	120,000	2.100

December 15, 2022	120,000	2.250
December 15, 2023	115,000	2.450
June 15, 2025	555,000	2.800
June 15, 2026	595,000	3.050
June 15, 2027	635,000	3.100

such bonds being part of an issue of \$5,786,000 original principal amount of Series 2012 Bonds issued pursuant to Ordinance No. 12-09 (the “**2012 Ordinance**”), and are redeemable at the option of the City any time on or after August 7, 2017 at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date fixed for redemption. The City, pursuant to this Ordinance, authorizes the call for redemption of all or a portion of the outstanding Series 2012 Bonds for payment and redemption on a date to be determined pursuant to Section 212 of this Ordinance (the “**2012 Redemption Date**”).

(b) The outstanding Series 2015A Bonds mature and bear interest as follows:

<u>Maturity (June 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2021	\$ 85,000	2.000%
2022	85,000	2.150
2023	285,000	2.300
2024	300,000	2.550
2025	310,000	2.700
2026	415,000	2.875
2027	410,000	3.000
2028	425,000	3.100
2029	420,000	3.200
2030	415,000	3.300

such bonds being part of an issue of \$4,030,000 original principal amount of Series 2015A Bonds issued pursuant to Ordinance No. 15-07 (the “**2015A Ordinance**”), and are redeemable at the option of the City any time on or after July 23, 2020 at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date fixed for redemption. The City, pursuant to this Ordinance, authorizes the call for redemption of all or a portion of the outstanding Series 2015A Bonds for payment and redemption on a date to be determined pursuant to Section 212 of this Ordinance (the “**2015A Redemption Date**”).

(c) The outstanding Series 2015B Bonds mature and bear interest as follows:

<u>Maturity (June 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2028	\$ 890,000	2.850%
2029	860,000	3.000
2030	785,000	3.100
2035	5,765,000	3.375
2035	1,500,000	3.550

such bonds being part of an issue of \$9,800,000 original principal amount of Series 2015B Bonds issued pursuant to Ordinance No. 15-13 (the “**2015B Ordinance**”), and redeemable at the option of the City any time on or after August 26, 2020 at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the date fixed for redemption. The City, pursuant to this Ordinance, authorizes the

call for redemption of all or a portion of the outstanding Series 2015B Bonds for payment and redemption on a date to be determined pursuant to Section 212 of this Ordinance (the “**2015B Redemption Date**”); and together with the 2012 Redemption Date and 2015A Redemption Date, the “**Redemption Dates**”).

6. Other than the Outstanding Bonds identified in Paragraph 2 above, there are presently no liens or pledges upon the Revenues of the Combined Utilities.

7. It is hereby found and determined that it is necessary, desirable, advisable and in the best interest of the City and of its inhabitants at this time to authorize the issuance and delivery of combined revenue bonds pursuant to the Act as herein provided to provide funds, together with available funds of the City, for the purposes of (a) paying and redeeming in full the Refunded Bonds on the Redemption Dates (b) depositing funds into the Debt Service Reserve Fund (if any, as determined pursuant to Section 212 herein), and (c) paying certain costs of issuing the Bonds.

8. All conditions, acts and things required by law to exist or to be done precedent to the issuance of the Bonds do exist and have been done and performed in regular and due time as provided by law.

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to the words and terms defined elsewhere herein, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

“**Act**” means Sections 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended.

“**Authorized Officers**” mean, each individually, the Mayor, City Administrator or Finance Director/City Treasurer of the City.

“**Average Annual Debt Service**” means the number determined by adding all of the principal and interest which will become due when computed to the absolute maturity of the Bonds and Parity Bonds, if any, then outstanding and all of the principal and interest of the Combined Revenue Bonds to be issued, and dividing such total by the number of years remaining that the longest bond of any such Combined Revenue Bonds (including the Combined Revenue Bonds to be issued) has to run to maturity.

“**Bond Counsel**” means Gilmore & Bell, P.C., Omaha, Nebraska, or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“**Bond Payment Date**” means any date on which principal of or interest on any Bond is payable at the Maturity thereof or on any Interest Payment Date.

“**Bond Register**” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bonds” means the City’s Combined Revenue Refunding Bonds, Series 2020, in the original principal amount of not to exceed **\$17,500,000** authorized and issued in one or more series pursuant to this Ordinance.

“Business Day” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for the conduct of its banking operations.

“Cede & Co.” means Cede & Co., as nominee name of The Depository Trust Company, New York, New York.

“City” means the City of Columbus, Nebraska, and any successors or assigns.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“Combined Utilities” means, collectively, the Electric System, the Water System and the Sewer System of the City.

“Combined Revenue Bonds” means collectively the Bonds, the Parity Bonds and all other revenue bonds which are payable out of, or secured by an interest in, the income and Revenues derived from the operation of the Combined Utilities.

“Consultant” means an independent engineer or engineering firm having a favorable reputation for skill and experience in the construction, financing and operation of public utilities and the preparation of management studies and financial feasibility studies in connection therewith, selected by the City for the purpose of carrying out the duties imposed on the Consultant by this Ordinance.

“Continuing Disclosure Undertaking” means the Continuing Disclosure Undertaking executed by the City and dated the date of issuance and delivery of the Bonds, as amended from time to time in accordance with its terms.

“Debt Service Fund” means the fund by that name created by **Section 501** hereof.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on all Combined Revenue Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company having full trust powers.

“Debt Service Reserve Fund” means the fund by that name created by **Section 501** hereof.

“Debt Service Reserve Requirement” means the amount determined pursuant to **Section 212** herein.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (A) not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal or redemption price of and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations, plus any cash in the escrow fund, are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the highest rating category by Moody's Investors Service, Inc. (presently "Aaa") or Standard & Poor's Ratings Group (presently "AAA").

"Electric System" means the electric distribution system, and the electric street lighting system, now serving the City and its inhabitants and others, together with all extensions and improvements thereto hereafter made or acquired by the City.

"Escrow Agent" means BOKF, National Association, Lincoln, Nebraska, and any successors and assigns.

"Escrow Agreement" means the document by that name between the City and the Escrow Agent, providing for the Escrow Agent to hold that portion of the proceeds of the Bonds required for payment of the Refunded Bonds, as necessary, from the date of settlement of the Bonds to the Redemption Dates.

"Expenses" means all reasonable and necessary expenses of operation, maintenance and repair of the Combined Utilities and keeping the Combined Utilities in good repair and working order (other than interest paid on Combined Revenue Bonds and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including, without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Paying Agent fees and expenses, annual audits, periodic Consultant's reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, if any, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular fiscal year, other obligations or indebtedness incurred for the purpose of leasing

(pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the Combined Utilities, but shall exclude all general administrative expenses of the City not related to the operation of the Combined Utilities.

“Insurance Consultant” means an individual or firm selected by the City qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the Combined Utilities and having a favorable reputation for skill and experience in making such surveys and recommendations.

“Interest Payment Date” means the Stated Maturity of an installment of interest on any Bond.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for optional or mandatory redemption or otherwise.

“Net Revenues Available for Debt Service” means, for the period of determination, all Revenues less all Expenses as determined in accordance with generally accepted accounting principles.

“Original Purchaser” means D.A. Davidson & Co., Omaha, Nebraska.

“Ordinance” means this Ordinance as from time to time amended in accordance with the terms hereof.

“Outstanding” means, when used with reference to Bonds, as of any particular date, all Bonds theretofore issued and delivered hereunder, except the following Bonds:

- (a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 1101** hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered hereunder.

“Parity Bonds” means the Series 2012 Bonds, the Series 2015A Bonds, the Series 2015B Bonds, the Series 2015C Bonds, the Series 2016 Bonds, the Series 2018 Bonds and the Bonds, together with any additional parity bonds or other long-term obligations payable out of the net income and revenues of the Combined Utilities hereafter issued or incurred in accordance with the provisions of this Ordinance and standing on a parity and equality with the Bonds with respect to the payment of principal and interest out of the net income and Revenues of the Combined Utilities, so long as any such bonds remain outstanding and unpaid or until provision is made for the payment and defeasance of such bonds.

“Parity Ordinances” means Ordinance Nos. 12-09, 15-07, 15-13, 15-22, 16-19, 18-56 and this Ordinance, under which the outstanding Parity Bonds have been issued, and any other Ordinance under which any additional Parity Bonds are hereafter issued.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Participating Underwriter” has the meaning ascribed thereto in the Continuing Disclosure Undertaking.

“Paying Agent” means BOKF, National Association, Lincoln, Nebraska, and any successors and assigns.

“Paying Agent Agreement” means the Registrar and Paying Agent Agreement between the City and the Paying Agent, authorized by **Section 203** hereof.

“Permitted Investments” means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City’s money held in the funds referred to in **Section 501** hereof:

- (a) United States Government Obligations;
- (b) bonds, notes or other obligations of any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States of America or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;
- (d) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;
- (e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States of America or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c) above, inclusive, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; and
- (f) any other securities or investments that are lawful for the investment of money held in such funds or accounts under the laws of the State.

“Person” means any natural person, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Agreement” means the Bond Purchase Agreement between the City and the Original Purchaser authorized by **Section 211** hereof.

“Qualified Financial Institution” means a bank, trust company, national banking association, insurance company or other financial services company or entity whose unsecured long-term debt

obligations (in the case of a bank, trust company, national banking association or other financial services company or entity) or whose claims paying abilities (in the case of an insurance company) are rated in either of the two highest categories by a nationally recognized rating agency.

“Rebate Fund” means the fund by that name referred to in **Section 501** hereof.

“Record Date” for the interest payable on any Interest Payment Date means the **15th** day (whether or not a Business Day) next preceding such Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Ordinance.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Replacement Bonds” means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 207** hereof.

“Revenue Fund” means the fund by that name created by **Section 501** hereof.

“Revenues” means all income and revenues derived from the operation of the Combined Utilities, including investment and rental income, net proceeds from business interruption insurance, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on Combined Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Sewer System” means the entire wastewater treatment plant and facilities and sanitary sewer system owned and operated by the City for the collection, treatment and disposal of sewage, to serve the needs of the City and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

“Special Record Date” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“State” means the State of Nebraska.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Surplus Fund” means the fund by that name created by **Section 501** hereof.

“Tax Certificate” means the Federal Tax Certificate executed and delivered by the City in connection with the issuance of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service, and such obligations are held in a custodial or trust account for the benefit of the City.

“Water System” means the entire waterworks plant and system owned and operated by the City for the production, storage, treatment and distribution of water, to serve the needs of the City and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. The City is authorized and directed to issue the Bonds in the principal amount of not to exceed **\$17,500,000** (the **“Bonds”**), for the purposes of (a) providing a portion of the funds necessary to refund and redeem all of the Refunded Bonds on the Redemption Dates, (b) depositing funds into the Debt Service Reserve Fund (if any, as determined pursuant to Section 212 herein), and (c) paying certain costs of issuing the Bonds, as provided in this Ordinance.

Section 202. Description of Bonds. The Bonds shall consist of fully registered bonds, numbered from R-1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof, and bearing a series designation of the calendar year in which the Bonds are issued. The Bonds shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Bonds shall be dated the date of delivery thereof, shall become due and payable in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof, and shall bear interest at the rates determined by the Authorized Officer in accordance with the provisions of **Section 212** hereof. The Bonds shall bear interest computed on the basis of a 360-day year of twelve 30-day months from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

Section 203. Designation of Paying Agent. The Paying Agent is hereby designated as the City’s (a) paying agent for the payment of principal of and interest on the Bonds and (b) bond registrar with respect to the registration, transfer and exchange of Bonds (the **“Paying Agent”**). The City is hereby authorized to enter into the Bond Registrar and Paying Agent Agreement dated the date of the Bonds, between the City and the Paying Agent, in substantially the form approved by an Authorized Officer. The Mayor is authorized to execute the Registrar Agreement with such changes therein as such official deems appropriate, for and on behalf of and as the act and deed of the City.

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the bank or trust company then performing such function a certified copy of the proceedings giving notice of the termination of such bank or trust company and appointing a successor, and (2) causing notice to be given by first class mail to each registered owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of the Paying Agent.

Each Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and in good standing and doing business under the laws of the United States of America or of the State, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

The Paying Agent shall be paid the usual fees and expenses for its services in connection therewith, which fees and expenses shall be paid as other Expenses are paid.

Section 204. Method and Place of Payment of Bonds. The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the designated corporate trust office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the registered owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such registered owner at the address shown on the Bond Register.

Notwithstanding the foregoing provisions of this **Section 204**, any Defaulted Interest with respect to any Bond shall cease to be payable to the registered owner of such Bond on the relevant Record Date and shall be payable to the registered owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least **30** days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than **15** nor less than **10** days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed by first class mail, postage prepaid, to each registered owner of a Bond entitled to such notice at the address of such registered owner as it appears on the Bond Register not less than **10** days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and shall at least annually forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent for the registration, transfer and exchange of Bonds as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this **Section 205**. Upon surrender of any Bond at the principal corporate trust office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or by the registered owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the registered owners of the Bonds. In the event any registered owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such registered owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond after notice calling such Bond or portion thereof for redemption has been given or during the period of **15** days next preceding the first mailing of such notice of redemption, or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on such Bond and for all other purposes. All payments so made to any such registered owner or upon the registered owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the registered owners (or a designated representative thereof) of **10%** or more in principal amount of the Bonds then Outstanding or any designated representative of such registered owners to be evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Authentication and Delivery of Bonds. The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Paying Agent for authentication.

Each of the Bonds, including any Bonds issued in exchange or as substitution for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor, attested by the manual or

facsimile signature of the City Clerk, and shall have the official seal of the City affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Original Purchaser, upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City in its discretion may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this **Section 207**, the City may require the payment by the registered owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this **Section 207** shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent and applicable record retention laws. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 209. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in **Section 209(b)**

hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal or Redemption Price of and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in **Section 209(b)** hereof.

(b) Subject to any operational requirements of the Securities Depository, (1) if the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any registered owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any registered owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent shall notify the registered owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under **Sections 209(b)(1)(A)** or **(b)(1)(B)** hereof, the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with this **Section 209(c)** to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or registered owners are unable to locate a qualified successor of the Securities Depository in accordance with this **Section 209(c)**, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to registered owners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 210. Preliminary and Final Official Statement. The Authorized Officers, or each individually, are hereby authorized to approve and deem final a Preliminary Official Statement and a final Official Statement on behalf of the City all in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission. The use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The Authorized Officers are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The City agrees to provide to the Purchaser within seven Business Days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 211. Sale of Bonds. The Authorized Officers, or each individually, are hereby authorized to enter into the Bond Purchase Agreement between the City and the Purchaser in substantially the form as approved by an Authorized Officer, under which the City agrees to sell the Bonds to the Purchaser at a purchase price within the limitations specified in **Section 212** hereof, plus accrued interest to the date of delivery, upon the terms and conditions set forth therein and with such changes therein as shall be approved by an Authorized Officer, which officer is hereby authorized to execute the Bond Purchase Agreement for and on behalf of the City, such officer's signature thereon being conclusive evidence of his or her approval thereof.

Section 212. Authorization of Officers. (a) The Authorized Officers, or each individually, are hereby authorized and directed, in the exercise of his or her own independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Ordinance, (1) the date of original issue of the Bonds, (2) the aggregate stated principal amount of Bonds to be issued, which shall in no event exceed \$17,500,000, (3) the dates on which the principal of the Bonds shall mature and the principal amount of Bonds to mature on each of such dates, together with any mandatory sinking fund payments with respect to Bonds which are issued are "term bonds," (4) the date of final maturity of the Bonds, which shall in no event be later than June 15, 2035, (5) the Interest Payment Dates, (6) the date upon which the Bonds shall be sold, (7) the rate or rates of interest to be carried by each maturity of the Bonds such that the true interest cost on the Bonds shall not exceed 3.00%, (8) the provisions governing the redemption of the Bonds prior to maturity, the nature of any notice to be given in the event of any such prior redemption, the redemption date or dates, the price or prices payable upon such redemption (not to exceed 100%) and the respective periods in which each redemption price shall be payable, (9) the price at which the Bonds may be sold to the Purchaser, which may include net original issue discount or net original issue premium, provided that the underwriting discount shall not exceed 1.50% of the aggregate stated principal amount thereof, (10) the amount (which may be \$0) and form of the deposit to the Debt Service Reserve Fund for the Bonds, as permitted by Section 602(c), (11) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Ordinance, and (12) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the City in connection with authorization, issuance, sale and delivery of the Bonds.

(b) The Authorized Officers, or each individually, are hereby authorized to call any or all of the Refunded Bonds for redemption on the dates to be determined by such Authorized Officers (as described herein, the "**2012 Redemption Date**", the "**2015A Redemption Date**", and the "**2015B Redemption Date**", respectively), all in accordance with the 2012 Ordinance, the 2015A Ordinance and the 2015B Ordinance. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be (i) the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to the payment and redemption of the Refunded Bonds.

ARTICLE III

REDEMPTION OF BONDS

Section 301. (a) *Optional Redemption by City.* At the option of the City, Bonds or portions thereof may be called for redemption and payment prior to their Stated Maturity at any time on or after such dates of redemption and at the Redemption Prices determined by an Authorized Officer in accordance with the provisions of **Section 212** hereof.

(b) *Mandatory Redemption.* Any Bonds issued as “term bonds” shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Fund shall be sufficient to redeem, and the City shall redeem on the dates specified by an Authorized Officer pursuant to **Section 212** hereof the principal amounts determined by an Authorized Officer pursuant to **Section 212** hereof.

At its option, to be exercised on or before the 45th day next preceding any mandatory redemption date, the City may: (1) deliver to the Paying Agent for cancellation term bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate stated principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any term bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any term bonds subject to mandatory redemption on such mandatory redemption date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this **Section 301(b)**) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this **Section 301(b)**. Each term bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem term bonds of the same Stated Maturity on such mandatory redemption date, and any excess of such amount shall be credited on future mandatory redemption obligations for term bonds of the same Stated Maturity in chronological order, and the principal amount of term bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with respect to such mandatory redemption payment.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** hereof are met.

(b) Bonds shall be redeemed only in the principal amount of **\$5,000** or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such principal amount and from the Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in **\$5,000** units of principal amount in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the registered owner of such Bond or the registered owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the registered owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the registered owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as provided, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. Unless waived by any registered owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 30 days prior to the Redemption Date, to the Original Purchaser of the Bonds and each registered owner of the Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal corporate trust office of the Paying Agent.

The failure of any registered owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as provided, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for

payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been redeemed shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards established by the Securities and Exchange Commission then in effect for processing redemptions of municipal securities. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

So long as the Securities Depository is effecting book-entry transfers of the Bonds, the City or the Paying Agent shall provide the notices specified in this **Section 303** to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for Bonds. The Bonds are special obligations of the City payable solely from, and secured as to the payment of principal or Redemption Price of and interest by a pledge of, the net income and revenues derived from the operation of the Combined Utilities, after providing for the costs of operation and maintenance thereof, including operating income, investment income, gifts, bequests, contributions, grants and other money made available to the City with respect to the Combined Utilities from sources other than funds raised by taxation. The City hereby pledges such net income and revenues to the payment of the principal or Redemption Price of and interest on the Bonds. The Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Bonds, either as to principal, Redemption Price or interest.

The covenants and agreements of the City contained in this Ordinance and in the Bonds shall be for the equal benefit, protection and security of the registered owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal or Redemption Price of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal or Redemption Price and interest from the net income and revenues derived from the operation of the Combined Utilities and in all other respects with any Parity Bonds. The Bonds shall not have any priority with respect to the payment of principal, Redemption Price or interest from such net income and revenues or otherwise over the Parity Bonds and the Parity Bonds shall not have any priority with respect to the payment of principal or interest from such net income and revenues or otherwise over the Bonds.

ARTICLE V

FUNDS; DEPOSIT AND APPLICATION OF BOND PROCEEDS AND OTHER MONEY

Section 501. Establishment of Funds. There are hereby created or ratified and ordered to be established and maintained in the treasury of the City the following separate funds to be known respectively as follows:

- (a) Combined Utilities Revenue Fund (the “**Revenue Fund**”).
- (b) Debt Service Fund for Combined Revenue Refunding Bonds, Series 2020 (the “**Debt Service Fund**”).
- (c) Debt Service Reserve Fund for Combined Revenue Refunding Bonds, Series 2020 (the “**Debt Service Reserve Fund**”).
- (d) Combined Utilities Surplus Fund (the “**Surplus Fund**”).
- (e) Rebate Fund for Combined Revenue Refunding Bonds, Series 2020 (the “**Rebate Fund**”).

The funds referred to in **Sections 501(a)** through **(e)**, inclusive, hereof shall be maintained and administered by the City solely for the purposes and in the manner as provided in this Ordinance so long as any of the Bonds remain Outstanding within the meaning of this Ordinance.

Section 502. Deposit of Bond Proceeds and Other Money. The net proceeds received from the sale of the Bonds and other available money of the City, shall be deposited simultaneously with the delivery of the Bonds, as follows:

(a) The accrued interest on the Bonds, if any, shall be deposited in the Debt Service Fund and applied in accordance with **Section 602(b)** hereof.

(b) An amount equal to the Debt Service Reserve Requirement, from the proceeds of the Bonds or other available funds of the City, shall be deposited in the Debt Service Reserve Fund and applied in accordance with **Section 602(c)** hereof.

(c) Such amount from the proceeds of the Bonds which, together with other available funds of the City will be sufficient to refund and redeem all of the outstanding Series 2012 Bonds on the 2012 Redemption Date, shall, on the 2012 Redemption Date, be deposited with the paying agent for the Series 2012 Bonds and applied to the payment and redemption of all of the outstanding Series 2012 Bonds. If the 2012 Redemption Date is later than the date of delivery of the Bonds, the funds described in this subsection shall be held by the Escrow Agent pursuant to an Escrow Agreement, as authorized herein and in the form approved by an Authorized Officer, until the 2012 Redemption Date.

(d) Such amount from the proceeds of the Bonds which, together with other available funds of the City will be sufficient to refund and redeem all of the outstanding Series 2015A Bonds on the 2015A Redemption Date, shall, on the 2015A Redemption Date, be deposited with the paying agent for the Series 2015A Bonds and applied to the payment and redemption of all of the outstanding Series 2015A Bonds. If the 2015A Redemption Date is later than the date of delivery of the Bonds, the funds described in this subsection shall be held by the Escrow Agent pursuant to

an Escrow Agreement, as authorized herein and in the form approved by an Authorized Officer, until the 2015A Redemption Date.

(e) Such amount from the proceeds of the Bonds which, together with other available funds of the City will be sufficient to refund and redeem all of the outstanding Series 2015B Bonds on the 2015B Redemption Date, shall, on the 2015B Redemption Date, be deposited with the paying agent for the Series 2015B Bonds and applied to the payment and redemption of all of the outstanding Series 2015B Bonds. If the 2015B Redemption Date is later than the date of delivery of the Bonds, the funds described in this subsection shall be held by the Escrow Agent pursuant to an Escrow Agreement, as authorized herein and in the form approved by an Authorized Officer, until the 2015B Redemption Date.

(f) The remaining proceeds of the Bonds shall be used to pay the costs of issuing the Bonds.

ARTICLE VI

APPLICATION OF REVENUES

Section 601. Revenue Fund. The City covenants and agrees that from and after the delivery of the Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all of the revenues derived and collected from the operation of the Combined Utilities shall as and when received be paid and deposited into the Revenue Fund. Such revenues shall be segregated and kept separate and apart from all other money, revenues, funds and accounts of the City and shall not be commingled with any other money, revenues, funds and accounts of the City. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance.

Section 602. Application of Money in Funds. The City covenants and agrees that from and after the delivery of the Bonds and continuing so long as any of the Bonds shall remain Outstanding, it will on the first day of each month administer and allocate all of the money then held in the Revenue Fund as follows:

(a) **Operation and Maintenance.** There shall first be paid and credited from month to month as a first charge against the Revenue Fund the Expenses of the Combined Utilities as the same become due and payable.

(b) **Debt Service Fund.** There shall next be paid and credited monthly to the Debt Service Fund, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Bonds, the following sums:

(1) Beginning on the first day of the month immediately following the month in which the Bonds are issued and continuing the first day of each month thereafter so long as any of the Bonds herein authorized remain outstanding and unpaid, an amount not less than the amount which, if the same amount were deposited each month, would be sufficient to pay the interest becoming due on the Bonds on the next succeeding Interest Payment Date.

(2) Beginning on the first day of the month immediately following the month in which the Bonds are issued and continuing the first day of

each month thereafter so long as any of the Bonds herein authorized remain outstanding and unpaid, an amount not less than the amount which, if the same amount were deposited each month, would be sufficient to pay the principal becoming due on the Bonds in the next succeeding Maturity.

(3) During the periods and in the amounts specified for the Parity Bonds in the Parity Ordinances.

The amounts required to be paid and credited to the Debt Service Fund pursuant to this **Section 602(b)** shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service funds established for the payment of principal and interest on Parity Bonds under the provisions of the Parity Ordinances.

Any amounts deposited in the Debt Service Fund as accrued interest or as capitalized interest in accordance with **Section 502(a)** hereof shall be credited against the City's payment obligations as set forth in this **Section 602(b)(1)**.

All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the interest on and principal of the Bonds as and when the same become due at Maturity and on each Interest Payment Date.

If at any time the money in the Revenue Fund is insufficient to make in full the payments and credits at the time required to be made to the Debt Service Fund and on any Parity Bonds, the available money in the Revenue Fund shall be divided among such debt service funds in proportion to the respective principal amounts of such series of bonds at the time outstanding which are payable from the money in such debt service funds.

(c) **Debt Service Reserve Fund.** Except as hereinafter provided in this **Section 602(c)**, all amounts paid and credited to the Debt Service Reserve Fund shall be expended and used by the City solely to prevent any default in the payment of interest on or principal of the Bonds on any Maturity date or Interest Payment Date if the money in the Debt Service Fund is insufficient to pay the interest on or principal of such Bonds as they become due. So long as the Debt Service Reserve Fund aggregates the Debt Service Reserve Requirement (which may be set at \$0), no payments into such Fund shall be required, but if the City is ever required to expend and use a part of the money in such Fund for the purpose herein authorized and such expenditure reduces the amount of such Fund below the Debt Service Reserve Requirement, the City shall make monthly payments into such Fund after all payments and credits required at the time to be made under the provisions of **Sections 602(a)** and **(b)** have been made until such Fund shall again aggregate the Debt Service Reserve Requirement.

The amounts required to be paid and credited to the Debt Service Reserve Fund pursuant to this **Section 602(c)** shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service reserve funds established for the Parity Bonds under the provisions of the Parity Ordinances.

Money in the Debt Service Reserve Fund may be used to call the Bonds for redemption and payment prior to their Stated Maturity, provided all of the Bonds at the time Outstanding are called for payment and funds are available to pay the same according to their terms. Money in the Debt Service Reserve Fund shall be used to pay and retire the last Outstanding Bonds unless such Bonds and all interest thereon are otherwise paid. Any amounts in the Debt Service Reserve Fund

in excess of the Debt Service Reserve Requirement on any valuation date shall be transferred to the Debt Service Fund.

If at any time the money in the Revenue Fund is insufficient to make in full the payments and credits at the time required to be made to the Debt Service Reserve Fund and any Parity Bonds, the available money in the Revenue Fund shall be divided among such debt service reserve funds in proportion to the respective principal amounts of such series of bonds at the time outstanding which are payable from the money in such debt service reserve funds.

(d) **Surplus Fund.** After all payments and credits required at the time to be made under the provisions of **Sections 602(a), (b) and (c)** hereof have been made, all money remaining in the Revenue Fund shall be paid and credited to the Surplus Fund. Money in the Surplus Fund may be expended and used for the following purposes as determined by the governing body of the City:

(1) Paying the cost of the operation, maintenance and repair of the Combined Utilities to the extent that may be necessary after the application of the money held in the Operation and Maintenance Fund under the provisions of **Section 602(a)** hereof;

(2) Paying the cost of extending, enlarging or improving the Combined Utilities;

(3) Preventing default in, anticipating payments into or increasing the amounts in the Debt Service Fund or the Debt Service Reserve Fund referred to in **Sections 602(b) and (c)** hereof, or any one of them, or establishing or increasing the amount of any debt service fund or debt service reserve fund created by the City for the payment of any Parity Bonds;

(4) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the City, purchasing in the open market at the best price obtainable not exceeding the redemption price (if any Bonds are callable), the Bonds or any Parity Bonds, including principal or redemption price and interest; or

(5) Any other lawful purpose in connection with the operation of the Combined Utilities and benefiting the Combined Utilities.

After making all allocations and credits at the time required to be made by the City under the provisions of **Section 602(a), (b) and (c)** hereof, the City shall have the right, upon order of its governing body, to withdraw annually, during each fiscal year, and to pay into the General Fund of the City for the general governmental and municipal functions of the City a sum determined upon by such governing body of the City, such payments being made in lieu of taxes; provided, however, that no such withdrawal from such Surplus Fund and payment into the General Fund of the City for the general governmental and municipal functions of the City shall be made if such payment treated as an operating expense would reduce the Net Revenues Available for Debt Service for the preceding fiscal year (determined in accordance with generally accepted accounting principles applied on a consistent basis) to less than 110% of the annual Debt Service Requirement upon the Bonds and all Parity Bonds in such fiscal year, or at a time when the City shall be in default in the performance of any such covenant or agreement.

(e) **Deficiency of Payments into Funds.** If at any time the revenues derived from the operation of the Combined Utilities are insufficient to make any payment on the date or dates

hereinbefore specified, the City will make good the amount of such deficiency by making additional payments or credits out of the first available revenues thereafter received from the operation of the Combined Utilities, such payments and credits being made and applied in the order hereinbefore specified in this **Section 602**.

Section 603. Transfer of Funds to Paying Agent. The Treasurer is hereby authorized and directed to withdraw from the Debt Service Fund, and, to the extent necessary to prevent a default in the payment of the principal of or interest on the Bonds, from the Debt Service Reserve Fund and the Surplus Fund as provided in **Section 602** hereof, sums sufficient to pay the principal of and interest on the Bonds as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. If, through lapse of time, or otherwise, the registered owners of Bonds are no longer entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent forthwith to return such funds to the City. All money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

Section 604. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 605. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the registered owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the registered owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, such Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitations, thereafter be an unsecured obligation of the City, and the registered owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 606. Application of Money in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Certificate. All money in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Tax Certificate), for payment to the United States of America, and neither the City nor the registered owner of any Bond shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this **Section 606(a)** and the Tax Certificate.

(b) The City shall periodically determine the arbitrage rebate under Section 148(f) of the Code in accordance with the Tax Certificate, and the City shall make payments to the United States of America at the times and in the amounts determined under the Tax Certificate. Any funds remaining in the Rebate Fund after redemption and payment of all of the Bonds and the interest thereon, and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be released to the City.

(c) Notwithstanding any other provision of this Ordinance, including in particular **Article XI** hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this **Section 606** and the Tax Certificate shall survive the defeasance or payment in full of the Bonds.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEY

Section 701. Deposit and Investment of Money.

(a) Money in each of the funds and accounts created by and referred to in this Ordinance shall be deposited in a bank or banks located in the State that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks holding such deposits as provided by the laws of the State.

(b) Money held in any fund or account referred to in this Ordinance may be invested in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund or account was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account, provided that, during the period of construction of the extensions and improvements to the Combined Utilities, all earnings on the investment of such funds shall be credited to the Project Fund. All earnings on investments held in the Debt Service Reserve Fund shall accrue to and become a part of such Fund until the amount on deposit in such Fund shall aggregate the Debt Service Reserve Requirement; thereafter, all such earnings shall be credited to the Debt Service Fund. In determining the amount held in any fund or account under any of the provisions of this Ordinance, obligations shall be valued at the lower of the cost or the market value thereof; provided, however, that investments held in the Debt Service Reserve Fund shall be valued at market value only. If and when the amount held in any fund or account shall be in excess of the amount required by the provisions of this Ordinance, the City shall direct that such excess be paid and credited to the Debt Service Fund, provided that, during the period of construction of the extensions and improvements to the Combined Utilities, such excess shall be paid and credited to the Project Fund.

(c) So long as any of the Parity Bonds remain outstanding and unpaid, any investments made pursuant to this **Section 701** shall be subject to any restrictions in the Parity Ordinance with respect to the funds and accounts created by and referred to in the Parity Ordinance.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

The City covenants and agrees with each of the registered owners of any of the Bonds that so long as any of the Bonds remain Outstanding and unpaid it will comply with each of the following covenants:

Section 801. Efficient and Economical Operation. The City will continuously own and will operate the Combined Utilities as revenue producing facilities in an efficient and economical manner and will keep and maintain the same in good repair and working order. The City will establish and maintain

such rules and regulations for the use of the Combined Utilities as may be necessary to assure maximum utilization and most efficient operation of the Combined Utilities.

Section 802. Rate Covenant. The City in accordance with and subject to applicable legal requirements will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the Combined Utilities as will produce revenues sufficient to (a) pay the costs of the operation and maintenance of the Combined Utilities; (b) pay the principal of and interest on the Bonds as and when the same become due at the Maturity thereof or on any Interest Payment Date; (c) enable the City to have in each fiscal year Net Revenues Available for Debt Service not less than 110% of the Debt Service Requirements for such fiscal year; and (d) provide reasonable and adequate reserves for the payment of the Bonds and the interest thereon and for the protection and benefit of the Combined Utilities as provided in this Ordinance. The City will require the prompt payment of accounts for service rendered by or through the Combined Utilities and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. The City will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges in such manner as may be necessary or proper so that the Net Revenues Available for Debt Service will be sufficient to cover the obligations under this **Section 802** and otherwise under the provisions of this Ordinance. If in any fiscal year Net Revenues Available for Debt Service are an amount less than as hereinbefore provided, the City will immediately employ a Consultant to make recommendations with respect to such rates and charges. A copy of the Consultant's report and recommendations shall be filed with the City Clerk and the Original Purchaser of the Bonds and shall be furnished to any registered owner of the Bonds requesting a copy of the same, at the cost of such registered owner. The City shall, to the extent feasible, follow the recommendations of the Consultant.

Section 803. Reasonable Charges for all Services. None of the facilities or services provided by the Combined Utilities will be furnished to any user without a reasonable charge being made therefor.

Section 804. Restrictions on Mortgage or Sale of Combined Utilities. The City will not mortgage, pledge or otherwise encumber the Combined Utilities or any part thereof, nor will it sell, lease or otherwise dispose of the Combined Utilities or any material part thereof; provided, however, the City may:

(a) sell at fair market value any portion of the Combined Utilities which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the Combined Utilities, and in the event of sale, the City will apply the proceeds to either (1) redemption of Outstanding Bonds in accordance with the provisions governing repayment of Bonds in advance of Stated Maturity, or (2) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the Combined Utilities as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the City;

(c) lease, (1) as lessor, any real or personal property which is unused or unimproved, or which has become obsolete, nonproductive or otherwise unusable to the advantage of the City, or which is being acquired as a part of a lease/purchase financing for the acquisition and/or improvement of such property; and/or (2) as lessee, with an option of the City to purchase, any real or personal property for the extension and improvement of the Combined Utilities. Property being leased as lessor and/or lessee pursuant to this subsection (c) shall not be treated as part of the Combined Utilities for purposes of this **Section 804** and may be mortgaged, pledged or otherwise encumbered;

(d) grant a security interest in equipment to be purchased with the proceeds of any loan, lease or other obligation undertaken in accordance with **Article IX** hereof; or

(e) sell, lease or convey all or substantially all of the Combined Utilities to another entity or enter into a management contract with another entity if:

(1) The transferee entity is a political subdivision organized and existing under the laws of the State, or instrumentality thereof, or an organization described in Section 501(c)(3) of the Code, and expressly assumes in writing the due and punctual payment of the principal or redemption price of and interest on all outstanding Combined Revenue Bonds according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Ordinance;

(2) If there remains unpaid any Combined Revenue Bond which bears interest that is not includable in gross income under the Code, the City receives an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that under then existing law the consummation of such sale, lease or conveyance, whether or not contemplated on any date of the delivery of such Combined Revenue Bond, would not cause the interest payable on such Combined Revenue Bond to become includable in gross income under the Code;

(3) The City receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance the transferee entity will not, as a result thereof, be in default in the performance or observance of any covenant or agreement to be performed or observed by it under this Ordinance;

(4) Such transferee entity possesses such licenses to operate the Combined Utilities as may be required if it is to operate the Combined Utilities; and

(5) The City receives an opinion of Bond Counsel, in form and substance satisfactory to the City, as conclusive evidence that any such sale, lease or conveyance, and any such assumption, is permitted by law and complies with the provisions of this **Section 804**.

Section 805. Insurance. The City will carry and maintain insurance with respect to the Combined Utilities and its operations against such casualties, contingencies and risks (including but not limited to property and casualty, fire and extended coverage insurance upon all of the properties forming a part of the Combined Utilities insofar as the same are of an insurable nature, public liability, business interruption or use and occupancy insurance, worker's compensation and employee dishonesty insurance), such insurance to be of the character and coverage and in such amounts as would normally be carried by other enterprises engaged in similar activities of comparable size and similarly situated. In the event of loss or damage, the City, with reasonable dispatch, will use the proceeds of such insurance in reconstructing and replacing the property damaged or destroyed, or in paying the claims on account of which such proceeds were received, or if such reconstruction or replacement is unnecessary or impracticable, then the City will pay and deposit the proceeds of such insurance into the Revenue Fund. The City will annually review the insurance it maintains with respect to the Combined Utilities to determine that it is customary and adequate to protect its property and operations. The City may elect to be self-insured for all or any part of the foregoing requirements if (a) the City annually obtains a written evaluation with respect to such self-insurance program from an Insurance Consultant, (b) the evaluation is to the effect that the self-insurance program is actuarially sound, (c) unless the evaluation states that such reserves are not necessary, the City deposits and

maintains adequate reserves for the self-insurance program with a corporate trustee, who may be the Paying Agent, and (d) in the case of workers' compensation, adequate reserves created by the City for such self-insurance program are deposited and maintained in such amount and manner as are acceptable to the State. The City shall pay any fees and expenses of such Insurance Consultant in connection therewith. The cost of all insurance obtained pursuant to the requirements of this **Section 805** shall be paid as an Expense out of the Revenues of the Combined Utilities.

Section 806. Books, Records and Accounts. The City will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the City) in which complete and correct entries will be made of all dealings and transactions of or in relation to the Combined Utilities. Such accounts shall show the amount of Revenues received from the Combined Utilities, the application of such Revenues, and all financial transactions in connection therewith. Such books shall be kept by the City according to standard accounting practices as applicable to the operation of facilities comparable to the Combined Utilities.

Section 807. Annual Budget. Prior to the commencement of each fiscal year, the City will cause to be prepared and filed with the City Clerk a budget setting forth the estimated receipts and expenditures of the Combined Utilities for the next succeeding fiscal year. Such annual budget shall be prepared in accordance with the requirements of the laws of the State and shall contain all information that is required by such laws.

Section 808. Annual Audit. Annually, promptly after the end of the fiscal year, the City will cause an audit to be made of the Combined Utilities for the preceding fiscal year by a certified public accountant or firm of certified public accountants to be employed for that purpose and paid from the revenues of the Combined Utilities. Such annual audit shall cover in reasonable detail the operation of the Combined Utilities during such fiscal year.

Within **30** days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk, and a duplicate copy of the audit shall be mailed to the Original Purchaser of the Bonds. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any user of the services of the Combined Utilities, any registered owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer, user or registered owner.

As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the City will promptly cure such deficiency and will promptly proceed to increase the rates and charges to be charged for the use and services furnished by the Combined Utilities as may be necessary to adequately provide for such requirements.

Section 809. Right of Inspection. The Original Purchaser of the Bonds and any registered owner or owners of 10% of the principal amount of the Bonds then Outstanding shall have the right at all reasonable times to inspect the Combined Utilities and all records, accounts and data relating thereto, and shall be furnished all such information concerning the Combined Utilities and the operation thereof which the Original Purchaser or such registered owner or owners may reasonably request.

Section 810. Administrative Personnel. The City shall use its best efforts to employ at all times administrative personnel experienced and well qualified to operate the Combined Utilities. The City further agrees that such administrative personnel shall be employed in sufficient numbers to ensure that the Combined Utilities will be operated in a prudent and efficient manner, following procedures generally accepted within the utility industry in the United States of America.

Section 811. Performance of Duties and Covenants. The City will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the Combined Utilities now or hereafter imposed upon the City by the Constitution and laws of the State and by the provisions of this Ordinance.

Section 812. Tax Covenants.

(a) The City covenants that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants that (1) it will use the proceeds of the Bonds as soon as practicable for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The City covenants that it will pay or provide for the payment from time to time of all arbitrage rebate to the United States of America pursuant to Section 148(f) of the Code and the Tax Certificate. This covenant shall survive payment in full or defeasance of the Bonds. The Tax Certificate may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

(d) The City covenants that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(e) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article XI** of this Ordinance or any other provision of this Ordinance, until the final Maturity of all Bonds Outstanding.

Section 813. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Ordinance, the failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an Event of Default; however, any Participating Underwriter or any Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this **Section 813**. For purposes of this **Section 813**, “Beneficial Owner” means any registered owner or any person that (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, the Bonds (including persons holding such Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of a Bond for federal income tax purposes.

ARTICLE IX

ADDITIONAL BONDS AND OBLIGATIONS

Section 901. Senior Lien Bonds. The City covenants and agrees that so long as any of the Bonds remain Outstanding, the City will not issue any additional bonds or incur or assume any other debt obligations appearing as liabilities on the balance sheet of the City for the payment of money determined in accordance with generally accepted accounting principles including capital leases as defined by generally accepted accounting principles, payable out of the net income and revenues of the Combined Utilities or any part thereof which are superior to the Bonds.

Section 902. Parity Lien Bonds. The City covenants and agrees that so long as any of the Bonds remain Outstanding, it will not issue any additional Parity Bonds payable out of the net income and revenues of the Combined Utilities or any part thereof which stand on a parity or equality with the Bonds (“**Parity Bonds**”) unless the following conditions are met:

(a) The City shall not be in default in the payment of principal of or interest on any Bonds or any Parity Bonds at the time outstanding or in making any payment at the time required to be made into the respective funds and accounts created by and referred to in this Ordinance or any Parity Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default); and

(b) Based upon the most recent audited financial statement of the City, the Net Revenues Available for Debt Service derived by the City from the operation of the Combined Utilities, for the fiscal year immediately preceding the issuance of additional bonds shall have been equal to at least 125% of the Average Annual Debt Service with respect to all Combined Revenue Bonds of the City, including the Combined Revenue Bonds proposed to be issued. In the event that the Mayor and Council determine it necessary and advisable for the City to issue Parity Bonds and the audit for the fiscal year next preceding the date of authorization of such Parity Bonds is not yet available, the City may issue such Parity Bonds if the audit for the fiscal year immediately preceding such next preceding fiscal year shows that the Net Revenues Available for Debt Service derived by the City from the operation of the Combined Utilities for such fiscal year shall have been equal to 125% of the Average Annual Debt Service with respect to all Combined Revenue Bonds of the City, including the Combined Revenue Bonds proposed to be issued if the City Treasurer certifies that the unaudited books and records of the Combined Utilities for the fiscal year next preceding the date of authorization of such Parity Bonds do not show any variance in operating results which would be sufficient to evidence a reduction in debt service coverage below 125% of the Average Annual Debt Service of all Combined Revenue Bonds of the City, including the Combined Revenue Bonds proposed to be issued.

In the event any change in the rates, rentals and charges for the use and service of the Combined Utilities or any part thereof has been made during the preceding fiscal year or during the interval between the end of such fiscal year and the issuance of such Parity Bonds, or in the event the City shall covenant in the ordinance or resolution authorizing the issuance of such Parity Bonds to impose, effective upon the issuance of such Parity Bonds, higher rates, rentals and charges for such use and service, compliance with the provisions of this **Section 902** may be evidenced by a certificate of a Consultant or Certified Public Accountant or firm of independent Certified Public Accountants to be filed with the City Clerk prior to the issuance of any such Parity Bonds. Such certificate shall state fully the facts upon which such certificate is based, and if it is a certificate of the Consultant shall have attached thereto the certified financial statement for the fiscal year next

preceding the date of authorization of such Parity Bonds used by the Consultant in arriving at the conclusion stated in such certificate. The Consultant or independent Certified Public Accountant shall, in determining the Net Revenues Available for Debt Service for such fiscal year, adjust the collections to reflect the result as if such changed rates, rentals and charges, or such higher rates, rentals and charges had been in existence for such entire preceding fiscal year period, and the amount of such net collections and adjusted earnings as provided shall be conclusive evidence and the only evidence required to show compliance with the provisions and requirements of this **Section 902**. If the Council determines that the Net Revenues Available for Debt Service for the fiscal year next preceding the date of the authorization of such Parity Bonds, based upon a certified public accountant's report, comply without adjustment with the requirements of this **Section 902**, no certificate from a Consultant or firm of engineers or Certified Public Accountant or firm of independent Certified Public Accountants shall be required to evidence compliance with the provisions of this **Section 902**.

Additional revenue bonds of the City issued under the conditions set forth in this **Section 902** shall stand on a parity with the Bonds and shall enjoy complete equality or lien on and claim against the net revenues of the Combined Utilities with the Bonds, and the City may make equal provision for paying such bonds and the interest thereon out of the Revenue Fund and may likewise provide for the creation of reasonable debt service funds and debt service reserve funds for the payment of such additional bonds and the interest thereon out of money in the Revenue Fund.

Section 903. Junior Lien Bonds and Other Obligations. Nothing in this **Section 903** contained shall prohibit or restrict the right of the City to issue additional revenue bonds or other revenue obligations for any lawful purpose in connection with the operation of the facility and benefiting the Combined Utilities and to provide that the principal of and interest on such revenue bonds or obligations shall be payable out of the revenues of the Combined Utilities, provided at the time of the issuance of such additional revenue bonds or obligations the City is not in default in the performance of any covenant or agreement contained in this Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default), and provided further that such additional revenue bonds or obligations shall be junior and subordinate to the Bonds so that if at any time the City shall be in default in paying either interest on or principal of the Bonds, or if the City is in default in making any payments required to be made by it under the provisions of **Sections 602(a), (b) and (c)** hereof, the City shall make no payments of either principal of or interest on such junior and subordinate revenue bonds or obligations until such default or defaults be cured. In the event of the issuance of any such junior and subordinate revenue bonds or obligations, the City, subject to the provisions of this Ordinance, may make provision for paying the principal of and interest on such revenue bonds or obligations out of money in the Revenue Fund.

Section 904. Refunding Bonds. The City shall have the right, without complying with the provisions of **Section 902** hereof, to refund any of the Bonds under the provisions of any law then available, and the refunding bonds so issued shall enjoy complete equality of pledge with any of the Bonds which are not refunded, if any, upon the revenues of the Combined Utilities; provided, however, that if only a portion of the Bonds are refunded and if such Bonds are refunded in such manner that the refunding bonds bear a higher average rate of interest or become due on a date earlier than that of the Bonds which are refunded, then such Bonds may be refunded without complying with the provisions of **Section 902** hereof only by and with the written consent of the registered owners of a majority in principal amount of the Bonds not refunded.

ARTICLE X

DEFAULT AND REMEDIES

Section 1001. Acceleration of Maturity Upon Default. The City covenants and agrees that if it defaults in the payment of the principal of or interest on any of the Bonds as the same become due on any Bond Payment Date, or if the City or its governing body or any of the officers, agents or employees thereof fail or refuse to comply with any of the provisions of this Ordinance or of the constitution or statutes of the State, and such default continues for a period of 60 days after written notice specifying such default has been given to the City by the registered owner of any Bond then Outstanding, then, at any time thereafter and while such default continues, the registered owners of 25% in aggregate principal amount of the Bonds then Outstanding may, by written notice to the City filed in the office of the City Clerk or delivered in person to such City Clerk, declare the principal of all Bonds then Outstanding to be due and payable immediately, and upon any such declaration given as provided, all of such Bonds shall become and be immediately due and payable, anything in this Ordinance or in the Bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of such Outstanding Bonds has been so declared to be due and payable, all arrears of interest upon all of such Bonds, except interest accrued but not yet due on such Bonds, and all arrears of principal upon all of such Bonds has been paid in full and all other defaults, if any, by the City under the provisions of this Ordinance and under the provisions of the statutes of the State have been cured, then and in every such case the registered owners of a majority in principal amount of the Bonds then Outstanding, by written notice to the City given as hereinbefore specified, may, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon.

Section 1002. Other Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the registered owners of the Bonds, and the registered owner or owners of not less than 10% in aggregate principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all registered owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such registered owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State;
- (b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the registered owners of the Bonds.

Section 1003. Limitation on Rights of Registered Owners. No one or more registered owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all registered owners of such Outstanding Bonds.

Section 1004. Remedies Cumulative. No remedy conferred herein upon the registered owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy

conferred herein. No waiver of any default or breach of duty or contract by the registered owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any registered owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the registered owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any registered owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such registered owner, then, and in every such case, the City and the registered owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the registered owners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 1005. No Obligation to Levy Taxes. Nothing contained in this Ordinance shall be construed as imposing on the City any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bonds.

ARTICLE XI

DEFEASANCE

Section 1101. Defeasance. When any or all of the Bonds or the interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of revenues made hereunder and all other rights granted hereby shall terminate with respect to the Bonds so paid and discharged. Bonds or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of such Bonds, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of such Bonds, and/or interest to accrue on such Bonds to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to the Stated Maturity thereof, (a) the City shall have elected to redeem such Bonds, and (b) either notice of such redemption shall have been given, or the City shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to redeem such Bonds in compliance with **Section 302(a)** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective registered owners of the Bonds, and such money shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201. Amendments. The rights and duties of the City and the registered owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any

respect by Ordinance of the City with the written consent of the registered owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such registered owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the City is required to pay by way of principal of or interest on any Bond;
- (c) permit the creation of a lien on the revenues of the Combined Utilities prior or equal to the lien of the Bonds or Parity Bonds;
- (d) permit preference or priority of any Bonds over any other Bonds; or
- (e) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by Ordinance duly adopted by the governing body of the City at any time in any respect with the written consent of the registered owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any registered owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the registered owners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental Ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, shall be made available for inspection by the registered owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Ordinance or of this Ordinance will be sent by the City Clerk to any such registered owner or prospective registered owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the Ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the registered owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance made hereunder which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 1202. Notices, Consents and Other Instruments by Registered Owners. Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the registered owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such registered owners in person or by agent appointed in writing. Proof of

the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution; and

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the registered owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the registered owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the registered owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as provided if the pledgee establishes to the satisfaction of the registered owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 1203. Electronic Transactions. The transactions described herein may be conducted and this Ordinance and related documents may be sent, received and stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1204. Further Authority. The officers of the City, including the Mayor and City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1205. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 1206. Governing Law. This Ordinance shall be governed by and constructed in accordance with the applicable laws of the State.

Section 12067 Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Mayor and Council and approval by the Mayor and publication in pamphlet form as provided by law.

Introduced by Council Member: _____

PASSED AND ADOPTED this 15th day of June, 2020.

CITY OF COLUMBUS, NEBRASKA

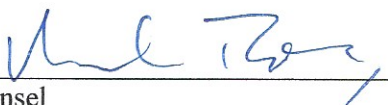
(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Approved as to form:



Bond Counsel

EXHIBIT A TO ORDINANCE

(FORM OF BONDS)

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE (REFERRED TO HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (AS DEFINED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

**UNITED STATES OF AMERICA
STATE OF NEBRASKA**

**Registered
No. R-_____**

**Registered
\$ _____**

**CITY OF COLUMBUS, NEBRASKA
COMBINED REVENUE REFUNDING BOND
SERIES 2020**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date of Bonds</u>	<u>CUSIP Number</u>
%	_____ 15, 20__	_____, 2020	

REGISTERED OWNER: _____ **[**CEDE & CO.**]**

PRINCIPAL AMOUNT: _____ **DOLLARS**

The **CITY OF COLUMBUS, NEBRASKA**, a city of the first class and a political subdivision of the State of Nebraska (the “**City**”), for value received, promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, and to pay interest thereon, but solely from the source and in the manner herein specified, at the Interest Rate per annum shown above (computed on the basis of a **360**-day year consisting of **twelve 30**-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable on June 15 and December 15 in each year, beginning _____, 20____, until such principal amount has been paid.

The principal or redemption price of this Bond shall be paid at maturity by check or draft or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal corporate trust office of **BOKF, National Association**, in the City of Lincoln, Nebraska (the **"Paying Agent"**). The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such registered owner at the address shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such registered owner.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE SIDE HEREOF AND SUCH CONTINUED TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bonds, provision has been duly made for the collection and segregation of the revenues of the Combined Utilities and for the application of the same as provided in the Ordinance.

IN WITNESS WHEREOF, the **CITY OF COLUMBUS, NEBRASKA**, has executed this Bond by causing it to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

CITY OF COLUMBUS, NEBRASKA

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

Registration Date: _____

BOKF, National Association, Paying Agent

By: _____
Authorized Officer or Signatory

By: _____
Mayor

(Seal)
ATTEST:

By: _____
City Clerk

(FORM OF REVERSE SIDE OF BOND)

ADDITIONAL PROVISIONS

This Bond is one of a duly authorized series of bonds of the City designated “**Combined Revenue Bonds, Series 2020**,” aggregating the principal amount of \$_____ (the “**Bonds**”), issued by the City for the purpose of providing the funds necessary, together with other available funds of the City, for the and redemption of the City’s outstanding (a) \$_____ Combined Revenue Refunding Bonds, Series 2012 (the “**Series 2012 Bonds**”), (b) \$_____ Combined Revenue Refunding Bonds, Series 2015A, (the “**Series 2015A Bonds**”) and (c) \$_____ Combined Revenue Bonds, Series 2015B, (the “**Series 2015B Bonds**”), which Series 2012 Bonds, Series 2015A Bonds and Series 2015B Bonds were originally issued for the purpose of financing or refinancing the costs of additions, extensions and improvements to the City’s (1) wastewater treatment plant and facilities and sanitary sewer system and (2) waterworks plant and distribution system (such wastewater treatment plant and facilities and sanitary sewer system and waterworks plant and distribution system, together with the City’s electric distribution system and all future improvements and extensions to any of the foregoing hereafter constructed or acquired by the City, being herein called the “**Combined Utilities**”), under the authority of and in full compliance with the Constitution and laws of the State of Nebraska, including particularly Sections 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended, and pursuant to Ordinance No. 18-56 duly adopted by the governing body of the City (herein called the “**Ordinance**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.

At the option of the City, Bonds or portions thereof maturing on _____20___ and thereafter may be called for redemption and payment prior to maturity at any time on or after the _____anniversary of the date of original issuance, in whole at any time or in part in such principal amounts and from such maturity or maturities as the City, in its sole and absolute discretion may determine (Bonds of less than a full maturity to be selected in multiples of \$5,000 principal amount in such equitable manner as the Paying Agent shall designate) at redemption price equal to 100% of the principal amount, plus accrued interest thereon to the redemption date.

The Bonds maturing _____ 15, 20___, and _____ 15, 20___ are subject to redemption prior to maturity in part by lot by operation of a mandatory sinking fund in each of the years and in the principal amounts set forth in the Ordinance, upon payment of such principal amount thereof plus accrued interest to such date of redemption, but without premium. Selection of any Bonds or portions thereof to be redeemed shall be in the sole discretion of the Paying Agent.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 30 days prior to the redemption date, to the original purchaser(s) of the Bonds and each registered owner of each of the Bonds to be redeemed at the address shown on the Bond Register. Notice of redemption having been given as provided, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the revenues derived from the operation of the Combined Utilities, and the taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest. The Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Under the conditions set forth in the Ordinance, the City has the right to issue additional parity bonds and other obligations payable from the same source and secured by the same revenues as the

Bonds and the outstanding Parity Bonds, all as described in the Ordinance; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

The City hereby covenants and agrees with the registered owner of this Bond that it will keep and perform all covenants and agreements contained in the Ordinance, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Combined Utilities, as will produce revenues sufficient to pay the costs of operation and maintenance of the Combined Utilities, pay the principal of and interest on the Bonds as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the covenants and agreements made by the City with respect to the collection, segregation and application of the revenues of the Combined Utilities, the nature and extent of the security for the Bonds, the rights, duties and obligations of the City with respect thereto, and the rights of the registered owners thereof.

The Bonds are issuable in the form of fully registered Bonds without coupons in the denomination of **\$5,000** or any integral multiple thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the registered owner or the registered owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (a) payments of principal or redemption price of and interest on, this Bond, (b) notices and (c) voting. Transfer of principal or redemption price and interest payments to participants of the Securities Depository, and transfer of principal or redemption price and interest payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal or redemption price of and interest on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF

THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15)

By: _____
Title: _____

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

17. **ORDINANCES ON THIRD 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 lightning 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.~~ **“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.

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 13B and](#) 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.

A)B) **“Applicable Codes”** means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to such codes so long as such amendments are not in conflict with the Small Wireless Facilities Deployment Act, Neb. Rev. Stat. Section 86-1201 et seq, and to the extent such codes have been adopted by the City and are generally applicable in the City.

B)C) **“Applicant”** means any person who submits an application and is a wireless provider.

C)D) **“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~~E) “**City pole**” means a utility pole owned, managed, or operated by or on behalf of the City.

~~E~~F) “**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~~G) “**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~~H) “**Communications network**” means a network used to provide communications service.

~~H~~I) “**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~~J) “**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~~K) “**Decorative pole**” means a City pole that is specially designed and placed for aesthetic purposes.

 “**FCC**” means the Federal Communications Commission.

~~K~~M) “**Fee**” means a one-time nonrecurring charge.

 “**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.

~~L~~O) “**Law**” means federal, state, or local law, statute, common law, code, rules, regulation, order, or ordinance.

M)P) **“Make-ready work”** generally 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)Q) **“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.

R) **“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.

Q)S) **“Person” means an individual, a corporation, a limited liability company, partnership, an association, a trust, or any other entity or organization.**

P)T) **“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.

U) **“Public power supplier”** means a public power district or any other governmental entity providing electric service. Public power supplier includes a municipal electric supplier.

Q)V) **“Rate” means a recurring charge.**

R)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 section 39-1302, the National System of Interstate and Defense Highways, or a private easement.

S)X) **“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)Y) **“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)Z) **“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)AA) **“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~~BB) **"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~~CC) **"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~~DD) **"Wireless provider"** means a wireless services provider or a wireless infrastructure provider when acting as a co-applicant for a wireless services provider.

~~Z~~EE) **"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~~FF) **"Wireless services provider"** means a person who provides wireless services.

~~BB~~GG) **"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~~HH) **"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 106th 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. Except as provided in Article 13, Part B, a wireless provider shall have the right, as a permitted use not subject to zoning review or approval, to collocate small wireless facilities and install, maintain, modify, operate, and replace utility poles along, across, upon, and under the right-of-way so long as such facilities and poles do not obstruct or hinder the usual travel or public safety on such right-of-way or obstruct the legal use of such right-of-way by utilities or the safe operation of their systems or provision of service.

4. Section 13, Part B, Sections 13-44 to 13-47 shall not apply to public power suppliers or to the collocation of small wireless facilities on utility poles owned, operated, or managed by a public power supplier.

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 facilities collocated 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) if the collocation of the small wireless facility is on utility poles owned, operated, or managed by a public power supplier pursuant to a negotiated pole attachment agreement as provided in Neb. Rev. Stat. §86-1244(1), then a copy of said agreement; and

~~(ed)~~ all permit fees required under Article 15, Section 15-4; and

(f) information directly related to the impairment of wireless service in the immediate area; and

(g) construction and engineering drawings and information demonstrating compliance with the criteria set forth in Section 13-44 (C)(1); and

2. An applicant that collocates a small wireless facility within the City right-of-way or on a utility pole 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, except to the extent such loss or damage is due to or caused by the negligence or willful misconduct of the City.-

23.7 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 (a) if requested by applicant in order to accommodate applicant's ~~as needed to accommodate processing and review of any~~ request for relief submitted by applicant pursuant to Section 13-48 or (b) otherwise by agreement between the City and the applicant.

2. Unless tolled, ~~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. Upon mutual agreement between the applicant and the City, the City may extend the period for consideration of an application for 30 days.

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 collocation of a small wireless facility or installation, modification or replacement of a utility pole that meets the requirements of this Article 13, Part B, if the proposed facility operation: (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 15 of the Land Development Ordinance; (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 [the criteria set forth in Article 15 of the Land Development Ordinance and Article 13, Part B, Section 13-44\(C\)\(1\) as such criteria existed at the time the permit was granted.](#)

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 to which Article 13, Part B applies, shall comply with each standard set forth in Section 15-5 and those set forth in this Section 13-46.

A. *Spacing of Ground Mounted New Equipment Facilities and New Utility Poles*. All proposed new ground mounted facilities and new utility poles ~~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 pursuant to the spacing requirements of Article 15, Section 15-5(K)(2) from any other small wireless facility, provided, however, that such spacing requirements shall not prevent a wireless provider from serving any location.

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, and provided the limits of a small wireless facility are not exceeded, 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) reasonably color-matches the pole; (b) ~~has~~ should have a diameter no greater than 14 inches; (c) ~~has~~ should have a uniform diameter once transitioned from the pole shaft; (d) ~~includes~~ should include only visually concealed cables, wires, and other components; and (e) ~~is~~ should be no greater than ~~56~~ 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 September 1, 2019 ~~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. Decorative Poles (Streetlights). If decorative poles serving as streetlights have been installed in a neighborhood, small wireless facilities shall first be collocated on such poles at intersections as combination poles with streetlights, with poles mid-block as secondary sites 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. In the event applicant is requesting make ready work on City poles, the City may request a deposit for such make ready work based on a good faith estimate.~~

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

SCHEDULE OF FEES
2019 – 2020
INDEX

**ALL FEES MAY BE MODIFIED AT THE DISCRETION OF THE CITY
ADMINISTRATOR FOR PURPOSES OF PROMOTING CITY ACTIVITIES.**
All required insurance certificates shall name city as additional insured.

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COMMUNITY DEVELOPMENT – WIRELESS TELECOMMUNICATIONS FACILITIES

Application:

D.A.S. Node	\$200 per node
Eligible Facility Permit Colocation/Modification	\$1,000
Special Use Permit New Facility	\$3,000

COMMUNITY DEVELOPMENT – PERMITS TO OCCUPY THE RIGHT OF WAY

Application:

Temporarily Occupy ??	\$10 per day
Permanently Occupy	\$250 per Facility
Right of Way Use Rate (Not applicable to Right of Way Users which have a current Franchise agreement)	\$250 annually per facility, single linear run of underground utility infrastructure,

COMMUNITY DEVELOPMENT – SMALL WIRELESS FACILITIES IN THE RIGHT OF WAY

Application:

Modify, Replace and Install New Ground Mounted Facility or Pole	\$250 per Facility and Pole
<u>Co-location on Authority Pole:</u>	
Application Fee	\$500 Minimum for up to 5 facilities, \$100 for each additional facility on the same application ??(Maximum of 10)??
Annual Usage Rate	\$20 per pole
Right of Way Use Rate	\$250 annually per small wireless facility

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 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, unless said occupation is pursuant to a franchise agreement between user and the City.

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 complete set of complete 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; an applicant for a permit for a small wireless facility who is a wireless provider and submits an application for a permit to collocate small wireless facilities on an existing utility

pole or wireless support structure or for a permit for approval for the installation, modification, or replacement of a utility pole to support the installation of a small wireless facility shall not be required to provide more information to obtain a permit than a communication service provider that is not a wireless provider, except as directly related to the impairment of wireless service in the immediate area of the proposed wireless facility and except that an applicant may be required to include construction and engineering plans and information demonstrating compliance with the criteria set forth below in Section 15-3(B)(9) and Article 13, Part B, Section 13-44(C)(1).

- (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, as allowed by State law- and
- (i) proof that a flood plain development permit and approval as required by Article 5, Section 23(a) and Section 5-25(b) of the Land Development Ordinance has been obtained, if applicable.

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 which-

~~9. as follows:~~ (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) ~~faileds~~ to comply with the spacing requirements set forth in Article 15; (e) ~~faileds~~ to comply with applicable codes of general applicability which do not apply exclusively to wireless facilities; (f) ~~faileds~~ to comply with the aesthetic and other design requirements set forth in Article 15, Section 13-46 and Section 15-5; or (g) ~~designates~~~~placed~~ the location of a new utility pole within seven feet in any direction of an electrical conductor ~~unless the wireless provider obtains the~~~~without~~ written consent of the public power supplier that owns or manages the electrical conductor; (h) if applicable flood plain development permit and approval as required by ~~Article 5, Section 23(a) and Section 5-25(b) of the Land Development Ordinance was not obtained, if applicable.~~
~~Section 5-23(a)????? 5-25(b)?????? of the Land Development Ordinance; and~~

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. The 90-day processing deadline shall restart upon the first finding of incompleteness. ~~and t~~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 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. 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 if requested by applicant in order to accommodate applicant's request for relief submitted by applicant pursuant to Section 15-7 or otherwise by agreement between the City and the applicant.

D. *Final Review; Issuance; Denial.* Unless tolled tThe 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. [Notwithstanding the foregoing, permit renewals involving Section 13-44 of the Land Development Ordinance shall be processed in the manner provided for under applicable law including Section 13-44\(E\) of the Land Development Ordinance.](#)

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 Except as provided for in Section 13-44 of the Land Development Ordinance, 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~~ may be 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 by the applicant without 30 days prior written notice being given to the City along with proof of replacement coverage. Upon receipt of notice from its insurer(s), the applicant shall provide the City with 30-days prior written notice of any prospective cancellation. The applicant shall provide proof of replacement coverage prior to the effective cancellation date.

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 currently/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 appearance of existing, adjacent developments streetscape character. ~~Applicants shall use the same aesthetics as existing and~~ 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.* Except as prohibited by law, ~~t~~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 required or otherwise allowed by state or federal law.

I. *Historic Districts.* All ground-mounted facilities and new poles 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 or which are inconsistent with the appearance of existing facilities. Without limiting the foregoing, all facilities located in the City's historic district shall be subject to the design and aesthetic standards for ~~ansuch~~ historic overlay district set forth in the City's Zoning Ordinance.

J. *Traffic Signals.* Facilities shall not be allowed on traffic signal systems without permission from the authority or agency in control of said traffic signal systems.

K. *Placement Guidelines.* All facilities including ground mounted equipment and new utility poles 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;

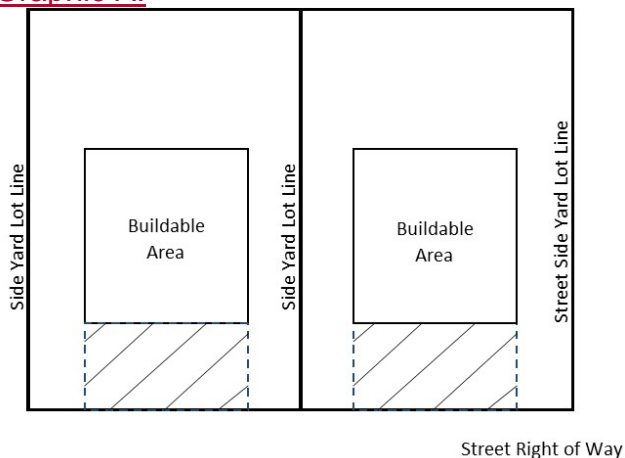
2. Shall be located in a manner that does not significantly create a new obstruction to primary and inherently valuable sightline(s) of an adjacent property;

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); ~~Except~~ All above ground facilities located in zones with no side yard setback, all above ground facilities shall be located no more than 25 feet from either side yard lot line.

5. Shall not be located along in front of the frontage ~~residential or commercial~~ buildable area of properties within the buildable area as shown in Graphic A, unless otherwise approved by the City.

Graphic A:



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.

[9. Shall be located with a minimum separation distance of 150 feet from any other facilities including ground mounted equipment or new utility poles to the extent allowed by applicable law and technically feasible.](#)

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. To the extent permissible under applicable law, the~~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

SCHEDULE OF FEES
2019 – 2020
INDEX

**ALL FEES MAY BE MODIFIED AT THE DISCRETION OF THE CITY
ADMINISTRATOR FOR PURPOSES OF PROMOTING CITY ACTIVITIES.**
All required insurance certificates shall name city as additional insured.

AIRPORT	1
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Aquatic Center	2
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COMMUNITY DEVELOPMENT – WIRELESS TELECOMMUNICATIONS FACILITIES

Application:

D.A.S. Node	\$200 per node
Eligible Facility Permit Colocation/Modification	\$1,000
Special Use Permit New Facility	\$3,000

COMMUNITY DEVELOPMENT – PERMITS TO OCCUPY THE RIGHT OF WAY

Application:

Temporarily Occupy ??	\$10 per day
Permanently Occupy	\$250 per Facility
Right of Way Use Rate (Not applicable to Right of Way Users which have a current Franchise agreement)	\$250 annually per facility, single linear run of underground utility infrastructure,

COMMUNITY DEVELOPMENT – SMALL WIRELESS FACILITIES IN THE RIGHT OF WAY

Application:

Modify, Replace and Install New Ground Mounted Facility or Pole	\$250 per Facility and Pole
Co-location on Authority Pole:	
Application Fee	\$500 Minimum for up to 5 facilities, \$100 for each additional facility on the same application ??(Maximum of 10)??
Annual Usage Rate	\$20 per pole
Right of Way Use Rate	\$250 annually per small wireless facility

18. CONSIDERATION OF PAYROLL AND BILLS ON FILE - Payroll and all other bills included in Consent Agenda

A. ARL Credit Services

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
49833	ARL CREDIT SERVICES INC	05/26/2020	06/15/2020	155.00	155.00	Open	N
49920	ARL CREDIT SERVICES INC	05/31/2020	06/15/2020	795.34	795.34	Open	N
# of Invoices:	2	# Due:	2	Totals:	950.34	950.34	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:				950.34	950.34		

--- TOTALS BY FUND ---

100 - GENERAL FUND	950.34	950.34
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--- TOTALS BY DEPT/ACTIVITY ---

100 - GENERAL ADMINISTRATION	155.00	155.00
121 - RESCUE	795.34	795.34

19. UNFINISHED BUSINESS - None

20. ADJOURNMENT